

**INDIANA DEPARTMENT OF CHILD SERVICES**

**Request for Proposal to Provide:**

Older Youth Services

**Response Due Date:**

**April 9, 2012**

Program and Services  
Indiana Department of Child Services  
302 W. Washington St., Room E306  
Indianapolis, Indiana 46204

## **SECTION ONE**

### **1.0 GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

#### **1.1 INTRODUCTION**

The Department of Child Services (DCS), in accordance with its State IV-B Plan requires multiple child welfare services in all 18 regions and 92 counties. The regions and included counties are listed below. It is the intent of DCS to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the DCS website ([www.in.gov/dcs/](http://www.in.gov/dcs/)) for downloading. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

Region 1: Lake

Region 2: Jasper, LaPorte, Newton, Porter, Pulaski, Starke.

Region 3: Elkhart, Kosciusko, Marshall, St. Joseph.

Region 4: Adams, Allen, DeKalb, Huntington, LaGrange, Noble, Steuben, Wells, Whitley.

Region 5: Benton, Warren, Fountain, White, Tippecanoe, Carroll, Clinton

Region 6: Cass, Fulton, Howard, Miami, Wabash.

Region 7: Blackford, Delaware, Grant, Jay, Randolph.

Region 8: Clay, Parke, Sullivan, Vermillion, Vigo.

Region 9: Montgomery, Putnam, Hendricks, Boone, Morgan.

Region 10: Marion

Region 11: Hamilton, Tipton, Madison, Hancock.

Region 12: Fayette, Franklin, Henry, Rush, Union, Wayne.

Region 13: Brown, Greene, Lawrence, Monroe, Owen.

Region 14: Bartholomew, Jackson, Jennings, Johnson, Shelby.

Region 15: Dearborn, Decatur, Jefferson, Ripley, Ohio, Switzerland.

Region 16: Gibson, Knox, Pike, Posey, Vanderburgh, Warrick.

Region 17: Crawford, Daviess, Dubois, Martin, Orange, Perry, Spencer.

Region 18: Clark, Floyd, Harrison, Scott, Washington.

The Department of Child Services plans to offer a new program for older youth: Collaborative Care. In preparation, youth will transition to a new case manager at age 17 ½. The new Family Case Manager will be called a Collaborative Care Case Manager (3CM). The goal of the Collaborative Care program is to move identified youth into independent living settings that the youth can continue to live in once DCS closes the case. The focal points of this programming are to increase youth voice, offer youth opportunities to practice interdependence, and provide a foundation for gaining the skills needed to build the youth's own social capital. This program also allows youth to voluntarily return to foster care on or after the age of 18. Through this RFP, DCS is seeking proposals from providers interested in providing Older Youth Services. DCS is also interested in learning about creative programming designed for older youth that focuses on vocational educational opportunities. DCS may fund such a program.

Chart 1: DCS/Provider Responsibilities Chart

CHINS/Probation Placement		Agency Responsibilities			
		DCS FCM	Older Youth Service Provider	Budget	Other Contractor
Traditional Foster Care	<b>Foster Home</b> <ul style="list-style-type: none"> <li>County</li> <li>Relative</li> <li>Unlicensed Court Approved Placement</li> </ul>	DCS case management Placement supervision Service referral and oversight	Independent Living Services (starting at age 16 years)	1	Other services as referred
	<b>Foster Home</b> <ul style="list-style-type: none"> <li>Licensed Child Placing Agency (LCPA)</li> </ul>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)	1	Other services as referred LCPA provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Case management to LCPA foster home</li> </ul>
	<b>Group Home</b>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)	1	Other services as referred Group Home provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
	<b>Residential/Child Caring Institution (CCI)</b>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)	1	Other services as referred CCI provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
Collaborative Care CC Program Placement (youth age 17.5 or older with a CC agreement)		Agency Responsibilities			
		DCS 3CM	Older Youth Service Provider	Budget	Other Contractor
Traditional Foster Care	<b>Foster Home</b> <ul style="list-style-type: none"> <li>County</li> <li>Relative</li> <li>Unlicensed Court Approved Placement</li> </ul>	DCS case management Placement supervision Service referral and oversight	Independent Living Services	1	Other services as referred

	<b>Foster Home</b> <ul style="list-style-type: none"> <li><b>Licensed Child Placing Agency (LCPA)</b></li> </ul>	DCS case management  Service referral and oversight	Independent Living Services	1	Other services as referred  LCPA provides: <ul style="list-style-type: none"> <li>Placement supervision</li> <li>Case management to LCPA foster home</li> </ul>
	<b>Group Home</b>	DCS case management  Service referral and oversight	Independent Living Services	1	Other services as referred  Group Home provides: <ul style="list-style-type: none"> <li>Placement supervision</li> <li>Internal case management</li> </ul>
	<b>Residential/Child Caring Institution (CCI)</b>	DCS case management  Service referral and oversight	Independent Living Services	1	Other services as referred  CCI provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
<b>Older Youth Placements</b>	<b>Host Home</b>	DCS case management  Placement supervision  Service referral and oversight	Independent Living Services (only as referred)	1	Other services as referred  Host Home Adult provides: <ul style="list-style-type: none"> <li>Independent Living Services (Teachable Moments)</li> <li>Ansell-Casey Life Skills Assessment (ACLSA)</li> </ul>
	<b>Shared Apartment/Housing</b>	DCS case management  Service referral and oversight	Independent Living Services  Placement supervision and fiscal responsibility	2	Other services as referred
	<b>College Dorm</b>	DCS case management  Placement supervision  Service referral and oversight	Independent Living Services (only as referred)	1	Other services as referred
	<b>Own Apartment/Housing</b>	DCS case management Service referral and oversight	Independent Living Services  Placement supervision and fiscal responsibility	2	Other services as referred
	<b>Staff Supported Housing-</b>	DCS case management  Service referral and oversight	Staff Supported Housing provider will provide: <ul style="list-style-type: none"> <li>Independent Living Services</li> <li>Placement supervision</li> <li>Internal case</li> </ul>	3	Other services as referred

			management		
		<b>Agency Responsibilities</b>			
		<b>DCS IL Specialist or 3CM</b>	<b>Older Youth Service Provider</b>	<b>Budget</b>	<b>Other Contractor</b>
<b>Voluntary IL Services</b>		VSA referral  IL service monitoring  Approval of Chafee funding for Room and Board and Emancipation Goods and Services	Independent Living Services  Connect youth to community services as needed	4	N/A
		<b>Agency Responsibilities</b>			
		<b>DCS 3CM</b>	<b>Older Youth Service Provider</b>	<b>Budget</b>	<b>Other Contractor</b>
<b>Specialized Vocation Education</b>		DCS case placement  Service referral and oversight	Services dependent upon individual program	5	Other services as referred

Youth in Transitional Foster Care Placements; Foster Homes supervised by DCS or Licensed Child Placing Agencies (LCPAs), Group Homes and Child Caring Institutions who are eligible and enter Collaborative Care will transfer to a 3CM at age 17.5 and will remain in these placements until the youth turns 18 and/or is ready to step down to a less restrictive placement.

\*The term “case management” refers to the acts of service coordination, service monitoring and overseeing other ongoing activities related to a case which may include but is not limited to: communication with the older youth and service provider, crisis intervention and compiling and submitting required reports (i.e. DCS case management includes writing regular reports to the court; LCPSA case management includes writing monthly reports to the referring agency).

\*\*The term “placement supervision” refers to the acts of monitoring the older youth’s safety and stability in their placement.

\*\*\*The term “IL services” refers to the act of providing specific activities outlined as outlined in the older youth services service standards. These activities should be youth specific and be designed in a manner that allows the older youth opportunities to further develop his/her interdependence.

\*\*\*\*Budget 1: Chafee IL services ONLY

Independent Living Services as defined and provided to those youth in placements identified as Budget 1 in Chart 1.

Budget 2: Collaborative Care-services and placement supervision

Includes placement costs and supervision for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 3: Staff Supported Housing

Includes placement cost and supervision, for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 4: Chafee IL Services-Voluntary ONLY

Independent Living Services (including case management and limited financial assistance to support rent, utilities, and items to support independent living, i.e., Room & Board) as defined in the service standards and provided to those youth in placements identified as Budget 4 in Chart 1.

Budget 5: Specialized Vocational Education Program:

Includes placement supervision and full room and board for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by providing vocational training.

## 1.2 PURPOSE OF THE RFP

The main purpose of this RFP is to select:

1. **Older Youth Services:** vendors/providers that can satisfy the DCS need for the provision of Chafee Independent Living Services, Chafee Voluntary Independent Living Services *and* Collaborative Care Placement Supervision and Services to all 18 regions and the corresponding 92 local offices in the State. DCS will be seeking up to 10 providers to provide statewide coverage. The state will be divided into Service Areas as follows:

- Area 1: DCS regions 1 & 2,
- Area 2: DCS regions 3 & 4
- Area 3: DCS regions 5 & 6
- Area 4: DCS regions 8 & 9
- Area 5: DCS regions 10 & 11
- Area 6: DCS regions 7 & 12
- Area 7: DCS regions 13 & 14
- Area 8: DCS regions 16 & 17
- Area 9: DCS regions 15 & 18

Service providers may choose to apply to serve more than one area, but must be prepared to provide the full array of Older Youth Services to all youth in a single coverage area.

**Additional Older Youth Services Component:** Staff Supported Housing Placement Supervision and Services. DCS is seeking service providers who are willing to provide physical placement, placement supervision and services, as defined in the Older Youth Services Service Standard (see Attachment A). Providers may propose to:

1. Add this component to the full service array covered in Older Youth Services, or
2. Propose for this component alone. If proposing for this component alone, the provider will not be expected to serve an entire service area. The provider should be prepared to offer all services associated with the Independent Living Service Standards.

DCS may also be interested in:

2. **Specialized vocational educational programs:**

DCS may also choose to fund programs that provide specialized vocational educational programming to youth. These programs will not be required to provide the full array of Older Youth Services or be expected to serve an entire service area.

## 1.3 SUMMARY SCOPE OF WORK

Contractors chosen for Older Youth Services will be expected to provide Chafee Independent Living Services, Collaborative Care Services (Staff Supported Housing is optional), and Chafee Voluntary Independent Living Services, in a manner that is consistent with the Service Standards and research pertaining to Older Youth in Foster Care (Attachment A). These Service Standards include but are not limited to, length, quality and type of service, qualifications of staff, documentation requirements, as well as program reports and evaluation.

Those chosen for specialized educational vocational programs are also expected to follow best practice approaches to preparing youth to live independently.

#### **1.4 QUESTION/INQUIRY PROCESS**

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of March 19, 2012. Questions/Inquiries may be submitted via email to [ilproviderquestions@dcs.in.gov](mailto:ilproviderquestions@dcs.in.gov) and must be received by the Department of Child Services by the time and date indicated above.

Following the question/inquiry due date, the Department of Child Services personnel will compile a list of the questions/inquiries submitted by Respondents. The responses will be posted to the Department of Child Services website according to the RFP timetable established in Section 1.14. Only answers posted on the Department of Child Services website ([www.in.gov/dcs/](http://www.in.gov/dcs/)) will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the Department of Child Services website. If such addenda issuance is necessary, the Department of Child Services may extend the due date and time of proposals to accommodate such additional information requirements, if required.

#### **1.5 PRE-PROPOSAL CONFERENCE (Bidders Conference)**

A pre-proposal conference will be held on **March 14, from 10:00am to 12:00 pm.** in the Indiana Government Center Conference Center South, Auditorium, 302 West Washington St., Indianapolis, IN 46204. Attendance is not mandatory, but highly recommended.

#### **1.6 DUE DATE FOR PROPOSALS**

**To be considered, proposals must be delivered to the address below, no later than 10:00am on April 9, 2012. Bidders must submit 3 copies of the proposal in addition to an electronic submission either via CD or USB drive.**

Department of Child Services  
ATTN: Alishea Hawkins  
MS 47/E306  
302 West Washington Street  
Indianapolis, IN 46204

Any proposal not submitted by the above date/time or does not include the copies and electronic proposal will not be considered. Any late proposals will be returned, unopened to the Respondent upon request. All proposals rejected due to not meeting the deadline and not claimed within 30 days of the proposal due date will be destroyed.



## **1.7 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS**

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include requests for additional information, requests for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

The Department of Child Services or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

## **1.8 REFERENCE SITE VISITS**

Following an award, the State may require a site visit(s) to a Respondent's working support center to aid in the evaluation of the Respondent's provision of service.

## **1.9 TYPE AND TERM OF CONTRACT**

The State intends to sign a contract with multiple Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of 24 months, beginning **July 1, 2012, and ending June 30, 2014**. The State may exercise the option to extend contracts for two years.

## **1.10 CONFIDENTIAL INFORMATION**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents in a sealed envelope clearly marked "Confidential" and must indicate on the outside of that envelope that confidential materials are included. The Respondent must also specify the statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, DCS will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the General Counsel for the Department of Child Services. Prices are not confidential information.

## **1.11 SECRETARY OF STATE REGISTRATION**

If awarded a contract, the Respondent will be required to register with your legal name, and be in good standing, with the Secretary of State. This legal name must be used on all documents included in the proposal process. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations

and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
www.in.gov/sos

**Note:** When you complete the application, your agency's legal name must match your registered name with the Secretary of State. If it does not and your agency is selected for a contract, the contract will be delayed until this is resolved.

Before contracts are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a contract by DCS has unpaid unemployment insurance or owes unpaid taxes to the State, the contract will be held until these issues are resolved. Any issues must be resolved with DWD/DOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the contract.

## **1.12 COMPLIANCE CERTIFICATION**

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist. If such liabilities are discovered, the State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with either the Service Standard or the contract, the State may elect to impose a financial penalty.

## **1.13 AMERICANS WITH DISABILITIES ACT**

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq. and 47 U.S.C. 225).

## **1.14 SUMMARY OF MILESTONES**

Key RFP Dates: Activity	Date
Issue of RFP	March 9, 2012
Pre-Proposal Conference	March 14, 2012
Deadline to Submit Written Questions	March 19, 2012
Answers to Vendor Questions Posted on DCS Website	March 23, 2012

Submission of Proposals	April 9, 2012, by 10:00 am
The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change.	
Proposal Evaluation	April 9-14, 2012
Notification of Awards	May 1, 2012-May 15, 2012
Preparation of Contracts	May 1, 2012-June 30, 2012
Contract Signature Process	May 15, 2012-June 30, 2012
Contract Activation	July 1, 2012

## SECTION TWO

### Older Youth Services Program Proposal

## 2.0 PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. The proposal must be submitted with 3 copies and an electronic copy to the DCS central office.

Each Program Proposal must include:

1. **Provider Narrative:** The Provider Narrative template must be used (Attachment C). This portion of the proposal allows the applicant to provide detailed information about the overall agency.
2. **Service Narrative:** The Service Narrative template must be used (Attachment D). One Service Narrative should be completed that addresses each topic area in the attachment. This portion of the proposal allows the applicant to provide specific information regarding the proposed service.
3. **Budget :** The Budget template must be used, see Attachment B. Bidders must submit one budget as defined below per service area being bid.

Budget 1: Chafee IL services ONLY

Independent Living Services as defined and provided to those youth in placements identified as Budget 1 in Chart 1.

Budget 2: Collaborative Care-services and placement supervision

Includes placement costs and supervision for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 3: Staff Supported Housing

Includes placement cost and supervision, for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 4: Chafee IL Services-Voluntary ONLY

Independent Living Services (including case management and limited financial assistance to support rent, utilities, and items to support independent living, i.e., Room & Board) as defined in the service standards and provided to those youth in placements identified as Budget 4 in Chart 1.

Budget 5: Specialized Vocational Education Program:

Includes placement supervision and full room and board for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by providing vocational training.

Note: Respondents will submit only one proposal for all Service Areas to be served.

The RFP submissions must include the following:

	Submitted Signed Hard Copy submitted by 10:00am April 9, 2012
Attachment B – Budget(s)	<input type="checkbox"/>
Attachment C – Provider Narrative	<input type="checkbox"/>
Attachment D –Service Narrative	<input type="checkbox"/>

Prior to submitting the proposal, it is vital that the proposal be reviewed to ensure that all required information is included.

## **2.2 PROVIDER NARRATIVE AND SERVICE NARRATIVE**

The Provider Narrative (Attachment C) and Service Narrative (Attachment D) must utilize the provided templates. The Provider Narrative will include information specific to the agency as a whole. The Service Narrative will outline the specific services to be delivered.

Proposals must identify and meet service components in the Service Standards (See Attachment A). Proposals must identify outcomes consistent with those identified in the Service Standards. Proposals must demonstrate the organizational and procedural structure that is necessary to deliver the services proposed.

## **2.3 BUDGET NARRATIVE AND BUDGET SUMMARY**

A Budget and corresponding worksheets (Attachment B) are required for each service under Older Youth Services; Chafee IL Services, Collaborative Care, Chafee Voluntary IL Services, Staff Supported Housing (optional) and Specialized vocational educational program (optional).

### **Older Youth Services - PAYMENT TERMS**

#### Overview

Collaborative care contracts will be cost reimbursement contracts, generally not to exceed the contract amount. The contract amount for each provider and service component will be based on the service component budget submitted by the provider and approved/accepted by DCS after its review for reasonableness and allowability (See Allowable and Unallowable Costs section below).

Each provider will submit monthly expense summaries in the format of the Pro Forma Budget template (see Attachment B) attached to the monthly invoice for each service component. DCS will reimburse each provider on a monthly basis for all allowable and reasonable expenses submitted by the provider. Actual monthly costs and expenses submitted to DCS for reimbursement must conform to the cost structure of the pro forma budget approved by DCS.

DCS will continue to reimburse actual allowable and reasonable costs for each service component until DCS's year-to-date payments equal the contract amount for that service component. Contracts will be amended and payments will be made beyond the original contract amount only if the number of service days provided by the provider for a given service component exceeds the number of service days assumed in the Pro Forma Budget for that service component and has been authorized and approved in advance by DCS.

#### Budget Instructions

Detailed budget instructions have been provided on the Pro Forma Budget Worksheet, Pro Forma Budget Summary, and Explanation of Pro Forma Budget Worksheet in Attachment B.

The provider agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the provider in providing services for payment pursuant to this contract. The provider shall manage and account for all funds received under this contract in accordance with applicable cost principles specified in one of the following federal regulations: OMB Circular A-122 if the provider is a non-profit organization; or 48 CFR Subpart 31.2 if the provider is a for-profit or other business or commercial organization.

#### Allowable and Unallowable Costs

The U.S Department of Health and Human Services' Child Welfare Policy Manual directs that costs must be allowable under 45 CFR Part 92 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments). 45 CFR Part 92 states that grant funds may be used only for the allowable costs of the grantees, **sub-grantees** and cost-type contractors. For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the cost. For state, local, and Indian tribal governments, 45 CFR Part 92 instructs that OMB Circular A-87 should be followed. For private nonprofit organizations (other than institutions of higher education and hospitals), OMB Circular A-122 should be followed. For for-profit organizations (other than hospitals), 48 CFR Part 31 should be followed.

The U.S. Department of Health and Human Services has also stated in its Child Welfare Policy Manual that "costs must be reasonable, that is, no more than the customary costs for performing similar functions in similar institutions".

To be allowable under a Federal award, cost must meet the following general criteria as outlined in Federal OMB Circular A-122 (Cost Principles for Nonprofit Organizations):

- a. Be reasonable for the performance of the award and be allocable thereto under the principles of OMB Circular A-122.
- b. Conform to any limitations or exclusions set forth in the principles of OMB Circular A-122 or in the award as to types or amount of cost items.
- c. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization.
- d. Be accorded consistent treatment.
- e. Be accorded with generally accepted accounting principles (GAAP).
- f. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period.

- g. Be adequately documented.

Federal OMB Circular A-122 establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations.

According to OMB Circular A-122, a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, OMB Circular A-122 states that consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- c. Whether the individuals concerned acted with prudence, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal government,
- d. Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

Federal OMB Circular A-87 establishes principles and standards for determining costs of Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. By utilizing a cost reimbursement methodology for establishing payment amounts, DCS must adhere to these principles to ensure that Federal matching funds are appropriately claimed.

According to OMB Circular A-87, to be allowable under Federal awards, costs must meet the following criteria:

- a. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- b. Be allocable to Federal awards under the provisions of this circular.
- c. Be authorized or not prohibited under State or local laws or regulations.
- d. Conform to any limitations or exclusions as set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to the types or amounts of cost items.
- e. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the government unit.
- f. Be accorded consistent treatment.
- g. Except as otherwise provided in the Circular, be determined in accordance with generally accepted accounting principles.
- h. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award.
- i. Be net of all applicable credits (e.g. purchase discounts, rebates and allowances, insurance recoveries, other Federal funding).

- j. Be adequately documented.

OMB Circular A-87 defines a reasonable cost as, if in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, OMB Circular A-87 states that consideration should be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the government unit or the performance of the award.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- c. Market prices for comparable goods or services.
- d. Whether the individuals concerned acted with prudence, considering their responsibilities to the government unit, its members, employees, and clients, the public at large, and the Federal government.
- e. Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

According to the Code of Federal Regulations, 48 CFR Part 31, Section 201-2, a cost is allowable only when the cost complies with all of the following requirements:

- a. Reasonableness.
- b. Allocability.
- c. Standards promulgated by the CAS Board, if applicable, otherwise, generally accepted accounting principles and practices appropriate to the circumstances.
- d. Terms of the contract.
- e. Any limitations set forth in this subpart.

When contractor or provider accounting practices are inconsistent with this section of the code, costs resulting from such inconsistent practices in excess of the amount that would have resulted from using practices consistent with this subpart are unallowable.

A contractor or provider is responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles in this subpart and agency supplements. The contracting officer may disallow all or part of a claimed cost that is inadequately supported.

According to 48 CFR Part 31 Section 201-3 a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.



48 CFR Part 31 Section 201-3 further states that what is reasonable depends upon a variety of considerations and circumstances, including:

- a. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- b. Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;
- c. The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- d. Any significant deviations from the contractor's established practices.

Consistent with Federal guidelines, DCS will not pay any provider for certain unallowable expenses and costs. The unallowable costs and expenses will not be considered by the Department. Unallowable costs and expenses must be paid with funds secured from a funding source other than the department. Following the specific language of OMB Circular A-122 and consistent with OMB Circular A-87, the following costs are unallowable:

- a. Fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, or local laws and regulations, except when incurred as a result of compliance with specific provisions a contract with the department or instructions in writing from the department.
- b. Investment management counsel and staff and similar expenses incurred solely to enhance income from investments.
- c. Costs associated with the following lobbying activities:
  - a. Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
  - b. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
  - c. Any attempt to influence the introduction of Federal or State legislation or the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature or with any government official or employee in connection with a decision to sign or veto enrolled legislation;
  - d. Any attempt to influence the introduction of Federal or State legislation or the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign, or letter writing or telephone campaign; and
  - e. Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

Excluded from the disallowances outlined above are 1) providing a technical or factual presentation of information on a topic directly related to the performance of a grant,

contract, or other agreement through hearing testimony, statements or letters to the Congress or State legislature, or subdivision thereof in response to a documented request by the recipient member, legislative body, or subdivision thereof; 2) any lobbying to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement; and 3) any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

- d. Organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.
- e. Donations and contributions including cash, property, and services made by the organization, regardless of the recipient.
- f. Donated goods or services received by the organization, except when donated services utilized in the performance of a direct cost activity are material in amount.
- g. Bad debts including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
- h. Compensation and special benefits, including fringe benefits, to owners in excess of amounts reasonable for the services rendered. Compensation will be considered reasonable and allowable to the extent that it is comparable to that paid for similar work in the labor markets in which the organization competes for the kind of employees involved. OMB Circular A-87 states that compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
- i. Entertainment including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities), except those reasonable expenditures specifically for the benefit of youth placed by DCS with the provider.
- j. Alcoholic beverages.
- k. Litigation expenses and fees if the proceeding (A) relates to a violation of, or failure to comply with, a Federal, State, local, or foreign statute or regulation by the organization (including its agents and employees and (B) results in a conviction in a criminal proceeding, a determination of liability in a civil or administrative proceeding involving an allegation of fraud or similar misconduct, the imposition of a monetary penalty in any civil or administrative proceeding, termination of the contract with the department by reason of a violation or failure to comply with a law or regulation, or a disposition by consent or compromise if the action could have resulted in any of the proceeding dispositions.
- l. Mortgage and loan principal payments. Principal payments represent the return of capital component of a mortgage or loan payment. Depreciation, also a return of capital, is an allowable cost. To allow both depreciation and principal payments would result in double counting the return of capital. Interest expense, the return on capital component of a mortgage or loan payment, is an allowable cost.
- m. Contingency reserves or similar provisions made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening. However, this disallowance excludes self-insurance reserves, pension funds, and normal severance pay.

- n. Advertising and public relations except those which are solely for the recruitment of personnel, the procurement of goods or services necessary to support the program, and other specific purposes necessary to meet the requirements of the department.
- o. Housing of non-clients.
- p. Taxes from which exemptions are available to the provider directly, or which are available to the provider based on an exemption afforded by the federal government when the awarding agency makes available the necessary exemption certificates.
- q. Federal income taxes.
- r. Profit margin for any nonprofit entity. Profit margin represents the return on shareholders' equity. Unlike for profit entities, nonprofit entities do not have shareholders or capital at risk, hence it is not reasonable or appropriate to allow a profit margin. The rules do not prohibit nonprofit entities from earning a profit margin in any given year. They simply do not provide for a guaranteed profit margin to be built into the nonprofit's cost structure and payment rates. Any needed operating reserves should be collected through fundraising activities. Donations, contributions, and other private grants are not considered to be credits to be netted against a providers costs when determining net costs to be reimbursed through the payment rates.
- s. Non straight line depreciation except where clear evidence indicates that the expected consumption of the asset will be significantly greater or lesser in the early portions of its useful life than in later portions of its useful life.

The following costs and expenses will be considered by the Department to be unallowable costs and will not be considered:

- a. Salaries: Amounts exceeding the maximum allowable amount as determined by DCS.
- b. Fringe benefits (including payroll taxes): Amounts exceeding the maximum allowable fringe benefit rate (including payroll taxes) as determined by the department.
- c. Case management caseload ratios: Costs associated with case management staff in significant excess of reasonable caseload ratios as determined by the department.
- d. Total administrative costs: Administrative costs (including direct and indirect administrative costs) in excess of the maximum allowable total administrative expense rate as determined by the department.

These contracts do not include behavioral health services.

### Audits

The provider acknowledges that it may be required to submit to an audit of funds paid through a contract awarded from this RFP. Any such audit shall be conducted in accordance with IC 5-11-1 et seq., and audit guidelines specified by the State.

DCS considers the awarded provider(s) to be a "vendor," for purposes of the awarded contract from this RFP. However, if required pursuant to the applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of the awarded contract from this RFP, the provider shall arrange for a financial and compliance audit of funds provided by the State pursuant to the awarded contract from this RFP. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and

performed in accordance with the Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The provider is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this Section must be submitted no later than nine (9) months following the close of the provider's fiscal year. The provider agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the provider, and not of a parent, member, or subsidiary corporation of the provider, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the provider is not out of compliance with the financial aspects of the awarded contract from this RFP. The provider shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit requirements.

#### Financial Strength Indicator

DCS believes that Respondents to this RFP should be of sound financial strength. DCS is requesting that each Respondent show evidence of the Respondent's financial strength. A Respondent's financial strength will be calculated as shown below:

Based on Average Days of Working Capital Available in Cash and Cash Equivalents:

$$\frac{\text{Cash and Cash Equivalents}}{\text{Average Daily Working Capital}} = \text{Number of Days Working Capital}$$

Where:

Cash and Cash Equivalents equals: the most recently completed quarter-end sum of 1) cash; 2) marketable securities; and 3) available lines of credit for the operating agency.

Average Daily Working Capital equals: total direct and indirect expenses for entire operating agency for most recently completed four quarter period divided by 365.

Bidder must calculate their Days of Working Capital and provide:

- a) Total operating agency income statement for most recently completed four quarter period.
- b) Most recently completed quarter end balance sheet.
- c) Summary of terms and conditions of any line of credit agreement to which the operating agency is a party and available balance as of date of submission of RFP response.
- d) Most recent audited financial statements.

#### Supplemental Support

DCS believes that bidders to this RFP should be rewarded for their ability to provide supplemental support for their program.

Bidder will describe the degree to which existing funding for the programs being submitted within this RFP are supplemented through external sources. These sources could include but are not limited to:

- Foundation Grants
- Government Grants (local, county, other state agencies, and/or federal)
- Donations and Contributions
- Corporate Sponsorships
- In-kind Donations
- Donated Services
- Special Event Revenue (net of expenses)
- Volunteers
- Other Community Resources

Bidder will provide a description of the supplemental supports and any documentation that provides the source and amount of any supplemental funding.

## **SECTION THREE**

### **PROPOSAL EVALUATION**

#### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Department of Child Services designee will, in the exercise of sole discretion, determine which proposals offer the best means of servicing the interests of the State. Recommendation by the Scoring Team will be considered when determining which proposals will be accepted for contracts.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

1. Each proposal will be evaluated for adherence to requirements on a pass/fail basis.  
Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
2. Each proposal will be evaluated on the basis of the categories included in Section 3.2.  
A point score has been established for each category.
3. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the Department of Child Services for further action, such as contract negotiations. If, however, the Department of Child Services decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the Department of Child Services may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists. The State may also choose multiple Respondents to provide services.

#### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.



## Proposal Scoring Tool

**Provider:** \_\_\_\_\_

**Scorer:** \_\_\_\_\_

**Service:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Instructions:**

1. Questions contained in Step 1 are Pass/Fail.
2. Please complete one score sheet for each Service type being proposed (Independent Living, Collaborative Care, Staff Supported Housing, etc).
3. Remember to rate each statement listed on the score sheet. If you believe the proposal meets none of the standards described in the statement, mark as "0". Other ratings should be used to quantify other levels of standards met.
4. The leader of the scoring meeting will collect the evaluations completed by all evaluating team members and the confidentiality forms signed by each member.

Summary of Evaluation Criteria	Score
<b>Step 1</b>	
1. Adherence to Mandatory Requirements (followed instructions and standard format) -Capacity to provide 24 hour contact -Detailed Emergency Plan with considerations regarding: evictions, acute trauma, etc. -Existing Structure for Staff Supported Housing -Staffing qualifications	(circle one) <b>PASS      FAIL</b>
2. Application Pages signed <i>in blue ink</i> .	(circle one) <b>PASS      FAIL</b>
<b>Step 2</b>	
<b>Budget Section (20 Points Total)</b>	
1. <b>Budget:</b> Cost/Budget for Pro Forma Budget	<b>/20</b>
<b>Step 3</b>	
<b>Provider Narrative scoring (30 Points Total)</b>	
1. The Provider Narrative: This section should cover all important history and development of the organization to date, along with including the organizational chart including Board of Directors and any other affiliates.	<b>/5</b>
2. The Provider Narrative documents that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS.	<b>/5</b>
3. The Provider Narrative documents that the agency/provider has historically provided services to youth by focusing on youth engagement and youth-adult partnerships or a sufficient plan to modify practices to incorporate such a service foundation.	<b>/10</b>
4. The Provider Narrative documents that the agency/provider has fully formed and functional partnerships with community services/agencies serving older youth.	<b>/10</b>
<b>Step 4</b>	
<b>Service Narrative Scoring (50 Points Total)</b>	
1. The Service Narrative describes the referral and admission process and includes procedure/methods for a guaranteed time frame for initiation of services and seamless transfer for clients of other service providers who may not continue providing services to older youth in foster care protocols are included.	<b>/10</b>
2. The Service Narrative describes the method of engaging current and former older foster youth.	<b>/10</b>





## **SECTION FOUR**

### **OTHER INFORMATION**

#### **4.1 MONTHLY REPORTS**

Reports are to be submitted electronically via the specified DCS website (<https://myweb.in.gov/DCS/NYTD/ProviderLogin.aspx>) by the 10<sup>th</sup> of the month.

All reports must be prepared according to the Service Standards.

See Attachment F-H for templates of: Monthly Progress

## SECTION FIVE

### ATTACHMENTS

<b>A</b>	<b>Service Standards</b>	
<b>B</b>	<b>Budget Worksheets</b>	
<b>C</b>	<b>Provider Narrative</b>	<b>One per proposal</b>
<b>D</b>	<b>Service Narrative</b>	<b>One per proposal</b>
<b>E</b>	<b>Research on Older Youth in Foster Care</b>	<b>For your information. The attached research serves as practice guidance for providers who serve older foster youth.</b>
<b>F</b>	<b>Independent Living Service Report</b>	<b>Expectations for reporting once a provider has a contract to provide services.</b>
<b>G</b>	<b>Collaborative Care Service Report</b>	<b>Expectations for reporting once a provider has a contract to provide services.</b>
<b>H</b>	<b>Voluntary Independent Living Service Report</b>	<b>Expectations for reporting once a provider has a contract to provide services.</b>
<b>I</b>	<b>Sample Contract</b>	<b>Sample Contract Only</b>
<b>J</b>	<b>Proposal Scoring Tool</b>	<b>Tool that DCS staff will use to score the proposals</b>
<b>K</b>	<b>Attachment K: Placement Mix of Older Youth</b>	<b>Tool to use for budget purposes</b>

# ATTACHMENT A Service Standards

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## I. INTRODUCTION

### A. Terminology

#### **Glossary of Terms**

##### **Ambiguous loss**

Those losses for which there are no clear boundaries, no clear ending, and often no societally recognized mechanisms or rituals for grieving or acknowledging what has been lost (Boss, 1999, 2004 as cited in Samuels, 2008). Ambiguous loss in relation to foster care often encompasses removal from one's biological parent/s, multiple placement moves and other social network disruptions (Perry, 2006 as cited in Samuels, 2008).

##### **Broker of Services**

Model of providing independent living services which places the provider in the role of connecting youth with services provided in the youth's community or through a natural, unpaid connection to the youth rather than by the contracted provider. Over time, the youth should be able to depend on their social network and individual knowledge in order to accomplish tasks related to living independently.

##### **Chafee Foster Care Independence Program (CFCIP)**

The Chafee Foster Care Independence Program (CFCIP) provides independent living (IL) services that consist of a series of developmental activities that provide opportunities for young people to gain the skills required to live healthy, productive, and responsible lives as self-sufficient adults.

([http://www.childwelfare.gov/systemwide/laws\\_policies/federal/index.cfm?event=federalLegislation.viewLegis&id=48](http://www.childwelfare.gov/systemwide/laws_policies/federal/index.cfm?event=federalLegislation.viewLegis&id=48)

<http://www.casey.org/Resources/Publications/FrequentlyAskedQuestionsChafee.htm>)

##### **Chafee Independent Living Service Provider**

Agency or individual who is contracted to provide Chafee Independent Living services in accordance with the Older Youth Services Service Standards. The Chafee IL service provider can work with youth who are in the Collaborative Care program, youth who are not participants in the Collaborative Care program, in addition to youth who are eligible for Chafee Voluntary IL Services.

##### **Collaborative Care (CC)**

Indiana's program developed to serve youth through the Fostering Connections to Success and Increasing Adoptions Act of 2008. Collaborative Care is a voluntary program that allows DCS youth aged 17.5 years and older and Probation youth 18 years and older, to remain under the care and placement of DCS in order to continue to receive services. CC focuses on youth-adult partnerships, positive youth development and encourages youth to develop a strong social network/social capital.

##### **Collaborative Care Case Manager (3CM)**

A Collaborative Care Case Manager (3CM) is an employee of the Indiana Department of Child Services who monitors Collaborative Care cases. The 3CM works under the principles of authentic youth engagement and has a strong understanding of trauma informed care.

### **Collaborative Care Youth (CCY)**

A youth who is under the placement and care of the State of Indiana (CHINS or JD/JS) who chooses to participate in Indiana's Collaborative Care program.

### **Education and Training Voucher (ETV)**

The Chafee ETV Program makes financial resources available to meet the postsecondary education and training needs of youth aging out of foster care and enrolled in a qualified higher education program. (<http://www.casey.org/Resources/Publications/pdf/ChafeeETV.pdf>)

### **Emancipation Goods and Services (EG&S)**

EG&S is a funding source to provide one-time goods and services that a youth may need as they become independent of the system. EG&S funds have a lifetime maximum cap of \$1,000 for assistance per eligible youth to age 21.

### **Federal Definition of Foster Care**

Foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the state agency has placement and care responsibility. Facilities that are outside the scope of foster care include, but are not limited to: detention facilities; psychiatric hospital acute care; forestry camps; or facilities that are primarily for the detention of children who are adjudicated delinquents.

Source: [http://edocket.access.gpo.gov/cfr\\_2010/octqtr/45cfr1355.20.htm](http://edocket.access.gpo.gov/cfr_2010/octqtr/45cfr1355.20.htm)

### **Fostering Connections to Success and Increasing Adoptions Act of 2008**

The Fostering Connections to Success and Increasing Adoptions Act (H.R. 6893) (the FCA or Fostering Connections Act) was signed into law on October 7, 2008, as Public Law 110-351. FCA amended parts B and E of title IV of the Social Security Act to connect and support relative caregivers, improve outcomes for children in foster care, provide for Tribal foster care and adoption access, improve incentives for adoption, and for other purposes (Child Welfare Information Gateway, 2011)

[http://www.childwelfare.gov/systemwide/laws\\_policies/federal/index.cfm?event=federallegislation.viewLegis&id=121](http://www.childwelfare.gov/systemwide/laws_policies/federal/index.cfm?event=federallegislation.viewLegis&id=121)

Source: <http://www.childwelfare.gov/fosteringconnections/>

### **Independent**

Able to operate alone, not dependent on others.

### **IL Service Standards**

Document which outlines roles and responsibilities of service providers and youth from which provider performance and the payment of claims submitted by the provider is based.

**Interdependent**

Relying on mutual assistance, support, cooperation, or interaction among constituent parts or members.

**Permanency****Legal Permanency**

Permanency as defined by Child Welfare Systems is a safe, stable, secure home and family. There are five (5) federal Permanency Goals: Reunification, Adoption, Guardianship, Fit & Willing Relative, and Another Planned Living Arrangement (APPLA). These relationships are recognized in a court of law. Examples include: biological parent/child relationship or adoptive parent/child relationship.

**Relational Permanency**

A concept that defines familial relationships in ways that extend beyond biological connections, including familial ties formed during care and after exiting foster care (Samuels, 2008). The role of the biological family extends beyond that family's official or legal status in a child's permanency plan (Samuels, 2008).

**Room and Board (R&B)**

Funds that are for the payment of rent deposits and payments and utility deposits and payments only for youth who are no longer wards and are participating in Voluntary IL Services. R&B funds have a lifetime maximum cap of \$3,000 for assistance per eligible youth to age 21. R&B payments will only be made through a contracted Older Youth Services Provider who is also providing independent living case management services to the youth. Youth in Collaborative Care are not eligible for R&B funding as defined in Voluntary IL Services.

**Plans****IL/Transition Plan**

Per DCS Policy 11.6: Independent Living/Transition Plan; this plan and its transitional service component is a comprehensive, written plan that is personalized for each youth and is to be used at each meeting with the youth and at the Child and Family Team to guide the transition planning process with the youth. The IL/Transition Plan is developed with the youth's participation. It is the responsibility of the Department of Child Services to ensure that an IL/Transition plan is completed for every youth in foster care starting at age of 15.5. Specific information that must be covered in the IL/Transition Plan include, but is not limited to, planning information for the youth's: education and training, employment services and workforce support, housing, healthcare (including insurance), and available resources (local, state and federal). The youth should receive a copy of this plan.

**IL Learning Plan**

Unlike the IL/Transition Plan, the IL Plan is developed between the youth and the contracted OYS service provider. This plan should be based off of results from the Ansell-Casey Life Skills Assessment and strongly driven by the youth's input. This plan may be developed during the IL/Transition Plan CFT Meeting, but it is not required to be done at that time. The plan must be completed within 30 days of the youth's referral to an Older Youth Services service agency. The IL Plan must include information on specific steps that will be taken to ensure that the youth's IL needs are met, including: Identifying the youth's need/goal, what activities will be

done to help complete that goal, who is responsible for completing specific activities and expected dates of completion for each activity and goal. The IL Plan should be used as a tool to help teach older youth the planning and goal making process as well as a tool to document casework completed for the youth's individual case record. The youth should receive a copy of this plan.

## **Services**

### **Chafee Independent Living Services**

Chafee Independent Living Services should be seen as a service to young people that will help them transition to adulthood, regardless of whether they end up on their own, are adopted, or are reunified. IL services should be based on the Ansell Casey Life Skills Assessment following the youth's referral for services. Youth receiving IL services must participate directly in designing their program activities, accept personal responsibility for achieving independence, and have opportunities to learn from experiences. IL services should be provided according to the services standards. These services are provided by Collaborative Care providers, LCPAs, residential/group home providers depending on the age and placement of the youth. Services should be administered based upon the broker of resources model.

### **Chafee Voluntary Independent Living Services**

Chafee Voluntary Independent Living services are reserved for youth who are no longer wards and who meet eligibility requirements. Services offered range from individual case management based on the broker of services model, emancipation goods and services and room and board funds.

### **Staff Supported Housing**

This is reserved for youth who are in need of a higher level of supervision than traditional Collaborative Care participants. The ideal youth for this placement is a youth who is transitioning out of a residential facility placement or a youth who is awaiting an adult assistance program.

## **Social Capital**

Supportive social relationships and networks

## **Trauma Informed Care**

Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization (SAMSHA, 2011). <http://www.samhsa.gov/nctic/trauma.asp>

## **Youth-adult Partnerships**

In an authentic youth-adult partnership, both partners have equal opportunities to utilize skills, make decisions, and independently carry out tasks to reach shared goals. Each acknowledges learning from the other. Optimally, a balance is created—among young people interacting with peers, adults interacting with other adults, and, importantly, young people and adults working together to reach common goals. (Jones & Perkins, 2006)

## B. History

The Fostering Connections to Success and Increasing Adoptions Act of 2008 is federal legislation that was written to provide assistance from the federal government to states in order to improve outcomes for children and youth in foster care (<http://thomas.loc.gov/cgi-bin/bdquery/z?d110:h6893>). This legislation is often referred to as “Fostering Connections”.

Research conducted by Mark Courtney et. al. (2007) as cited in Peters (2009) demonstrates that extending foster care past the age of 18 positively impacts youth outcomes in “educational attainment, delayed pregnancy, higher earnings and an increased likelihood of receiving independent living services” (p. 12).

Collaborative Care is Indiana’s program that extends and allows for reentry into foster care. Youth who choose to participate in Collaborative Care are agreeing to participate in services that strive to impact several developmental needs and goals. Recent research by Jim Casey Youth Opportunities Initiative (2011) on the adolescent brain suggest that youth benefit from remaining in foster care for a multitude of reasons that stretch across different social and developmental arenas such as:

- Positive Brain and Emotional Development
- Planning and Decision Making
- Building of Relational Permanency/Social Capital

## C. Service Delivery

In order to support positive youth development during adolescence, services must be adjusted to account for the unique needs of youth who are aging out of foster care. Services should be designed in such a way to: 1) provide support; and, 2) foster interdependence (different from independence by the inclusion of/emphasis on social capital) to each youth. This can be done by designing services that allow for youth to learn from experiences and mistakes. These experiences and mistakes promote positive brain development at a time when adolescents’ brains are in a state of plasticity, allowing youth to gain self-confidence, coping skills, self-regulation and resiliency skills. Indiana’s “broker of services” model for Chafee Independent Living Services support older youth in this manner by being structured to allow for youth-adult partnerships in the planning process. Additionally, the standards are structured in a way that allow for a myriad of individuals to role-model, teach, train, monitor, etc. particular IL skills. Youth should have the opportunity to experience situations that build social relationships and networks (i.e. strengthen their social capital). The contracted Older Youth Service provider is not solely responsible for the growth and development of the young person participating in services. All youth should be supported by a team of people including formal and informal connections. Finally, Indiana’s IL service standards are designed to give differing levels of support to the youth depending on the youth’s skill developmental and comfort level. Youth with less experience may require more guidance and face to face instruction time while other youth may only need assistance occasionally with less guidance.



## Pregnant and/or Parenting Youth

Youth who are pregnant/parenting shall be supported through referrals to services which address the individual youth's situation. Such services may include but are not limited to: Women, Infants, Children (WIC), The Father's Forever Coalition, Healthy Families or First Steps. Equal support shall be given to expecting and parenting mothers and fathers. When possible, the father and mother should work together to share responsibility for the child's health, development, wellbeing and support. As appropriate, regular contact between the child/ren and the absent parent/s shall occur, in compliance with any court orders.

### D. Youth-Adult Partnerships

Services alone are not enough to promote positive youth development. Indiana's Collaborative Care model was designed to support youth-adult partnerships during the case planning, implementation and monitoring process. Collaborative Care Case Managers (3CMs) are individuals who have experience working with older youth and adolescents during this critical developmental stage. These workers have an understanding of trauma-informed care and specific practices that allow them to identify and address issues related to trauma, grief and ambiguous loss that youth aging out of foster care are likely to face. Additionally, these workers have a full understanding of how having a healthy partnership throughout the case, including the development and implementation of case and transition/IL plan allows for certain corrective actions to occur regarding the negative impact of trauma on the developing brain. By creating these partnerships and supporting healthy risk taking through constructive, meaningful activities 3CMs also provide opportunities for older youth and adolescents to reverse the negative impact of trauma and ambiguous loss on the brain. An added benefit to youth-adult partnerships in the planning process is that the resulting plan is more effective due to the buy-in from the youth.

### E. Relational Permanency/Social Capital

Samuels (2008) identified that youth in foster care related settings need to have emotional support, peer and insider wisdom for insight and understanding. This is known as relational permanency. While youth and young adults are still involved in foster care-related programs, efforts should be made to enhance and develop existing relationships with adults who youth trust, or with whom trust could be strengthened. Building the capacity of existing relationships to offer more empathic and insightful emotional support could provide important resources for youth as they leave foster care and continue to deal with the emotions and questions raised by their experiences prior to, and during, foster care.

An essential aspect of Collaborative Care is the impetus of interdependence. Interdependent living occurs when an individual depends upon others in areas in which he/she lacks the capacity to function on his/her own. The goal is for young people to be able to reach out to and count on others for support to manage the experiences and tasks encountered in the world when they do not have sufficient skill, energy, confidence, and/or time to do it themselves (Propp et al., 2003, as cited in Samuels, 2008).

Indiana's IL service delivery method introduces the broker of resources model designed to: 1) ensure youth have or establish ongoing connections with caring adults; and 2) promote youth to develop as productive individuals within their community, by the acquisition and maintenance of gainful employment, the achievement of educational/vocational goals, and the receipt of financial skills training. This model shall also aid in future program development and design for other resources to facilitate the successful transition to adulthood for foster youth.

Another essential piece of Collaborative Care is giving youth the opportunity to build and strengthen their social capital. Having diverse social relationships and networks are crucial to healthy development and functioning (Jim Casey, 2011). Collaborative Care places an emphasis on assisting youth in creating social capital through interactions with family, peers, caring adults and communities. This development can be found in different aspects of case planning and implementation as well as in the provision of services. Youth who are participating in Collaborative Care are likely to have missed out on the opportunity to find legal permanency. The building of social capital with the guidance of a 3CM gives youth the opportunity to achieve relational permanency, therefore securing opportunities for heightened positive brain development and a chance at a higher level of success after leaving foster care.

#### F. Social Networking

Youth in Collaborative Care will develop interconnected relationships in the service network of caseworkers, foster parents, other providers and in the personal network of biological family and community supports. Additionally, many of today's youth use social networking as one of their primary methods of communication. This medium of communication offers an opportunity to broaden the means of interaction, build rapport with Collaborative Care youth and maintain contact that may otherwise been deemed challenging. Alternative modes of contact allow the 3CM and providers an effective medium to share information quickly through the use of technology. Communication in this form continues to evolve as should the methods utilized in communicating with the youth in Collaborative Care. Communication between program youth, 3CM's, Older Youth Service providers shall be as effective as the channel being used and not limited to Facebook, Skype, oovoo, Myspace, Twitter, google+, and text messaging.

With the assistance of social networking, opportunities may arise for the youth to gain contact and renew relationships that may have occurred prior to or during their time in foster care. The 3CM will, with the youth's input, incorporate new members to the youth's existing CFT such as the Older Youth Services provider, the Regional Education and Training Voucher (ETV) program Specialist, campus resources, neighbors, related and unrelated supports, etc. to address the specific needs of the youth.

Chart 1: DCS/Provider Responsibilities Chart

CHINS/Probation Placement		Agency Responsibilities			
		DCS FCM	Older Youth Service Provider	Budget	Other Contractor
Traditional Foster Care	<b>Foster Home</b> <ul style="list-style-type: none"> <li>County</li> <li>Relative</li> <li>Unlicensed Court Approved Placement</li> </ul>	DCS case management Placement supervision Service referral and oversight	Independent Living Services (starting at age 16 years)		Other services as referred
	<b>Foster Home</b> <ul style="list-style-type: none"> <li>Licensed Child Placing Agency (LCPA)</li> </ul>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)		Other services as referred LCPA provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Case management to LCPA foster home</li> </ul>
	<b>Group Home</b>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)		Other services as referred Group Home provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
	<b>Residential/Child Caring Institution (CCI)</b>	DCS case management Service referral and oversight	Independent Living Services (starting at six months before placement transition)		Other services as referred CCI provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
Collaborative Care CC Program Placement (youth age 17.5 or older with a CC agreement)		Agency Responsibilities			
		DCS 3CM	Older Youth Service Provider	Budget	Other Contractor
Traditional Foster Care	<b>Foster Home</b> <ul style="list-style-type: none"> <li>County</li> <li>Relative</li> <li>Unlicensed Court Approved Placement</li> </ul>	DCS case management Placement supervision Service referral and oversight	Independent Living Services		Other services as referred
	<b>Foster Home</b> <ul style="list-style-type: none"> <li>Licensed Child Placing Agency (LCPA)</li> </ul>	DCS case management Service referral and oversight	Independent Living Services		Other services as referred LCPA provides: <ul style="list-style-type: none"> <li>Placement supervision</li> </ul>

					<ul style="list-style-type: none"> <li>Case management to LCPA foster home</li> </ul>
	<b>Group Home</b>	DCS case management Service referral and oversight	Independent Living Services		Other services as referred Group Home provides: <ul style="list-style-type: none"> <li>Placement supervision</li> <li>Internal case management</li> </ul>
	<b>Residential/Child Caring Institution (CCI)</b>	DCS case management Service referral and oversight	Independent Living Services		Other services as referred CCI provides: <ul style="list-style-type: none"> <li>Independent Living Services (starting at age 16)</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>
<b>Older Youth Placements</b>	<b>Host Home</b>	DCS case management Placement supervision Service referral and oversight	Independent Living Services (only as referred)		Other services as referred Host Home Adult provides: <ul style="list-style-type: none"> <li>Independent Living Services (Teachable Moments)</li> <li>Ansell-Casey Life Skills Assessment (ACLSA)</li> </ul>
	<b>Shared Apartment/Housing</b>	DCS case management Service referral and oversight	Independent Living Services Placement supervision and fiscal responsibility		Other services as referred
	<b>College Dorm</b>	DCS case management Placement supervision Service referral and oversight	Independent Living Services (only as referred)		Other services as referred
	<b>Own Apartment/Housing</b>	DCS case management Service referral and oversight	Independent Living Services Placement supervision and fiscal responsibility		Other services as referred
	<b>Staff Supported Housing-</b>	DCS case management Service referral and oversight	Staff Supported Housing provider will provide: <ul style="list-style-type: none"> <li>Independent Living Services</li> <li>Placement supervision</li> <li>Internal case management</li> </ul>		Other services as referred
		<b>Agency Responsibilities</b>			
		<b>DCS IL Specialist or 3CM</b>	<b>Older Youth Service Provider</b>	<b>Budget</b>	<b>Other Contractor</b>
<b>Voluntary IL Services</b>		VSA referral	Independent Living		N/A

	IL service monitoring  Approval of Chafee funding for Room and Board and Emancipation Goods and Services	Services  Connect youth to community services as needed		
	<b>Agency Responsibilities</b>			
	<b>DCS 3CM</b>	<b>Older Youth Service Provider</b>	<b>Budget</b>	<b>Other Contractor</b>
<b>Specialized Vocation Education</b>	DCS case placement  Service referral and oversight	Services dependent upon individual program		Other services as referred

Youth in Transitional Foster Care Placements; Foster Homes supervised by DCS or Licensed Child Placing Agencies (LCPAs), Group Homes and Child Caring Institutions who are eligible and enter Collaborative Care will transfer to a 3CM at age 17.5 and will remain in these placements until the youth turns 18 and/or is ready to step down to a less restrictive placement.

\*The term “case management” refers to the acts of service coordination, service monitoring and overseeing other ongoing activities related to a case which may include but is not limited to: communication with the older youth and service provider, crisis intervention and compiling and submitting required reports (i.e. DCS case management includes writing regular reports to the court; LCPA case management includes writing monthly reports to the referring agency).

\*\*The term “placement supervision” refers to the acts of monitoring the older youth’s safety and stability in their placement.

\*\*\*The term “IL services” refers to the act of providing specific activities outlined as outlined in the older youth services service standards. These activities should be youth specific and be designed in a manner that allows the older youth opportunities to further develop his/her interdependence.

\*\*\*\*Budget 1: Chafee IL services ONLY

Independent Living Services as defined and provided to those youth in placements identified as Budget 1 in Chart 1.

Budget 2: Collaborative Care-services and placement supervision

Includes placement costs and supervision for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 3: Staff Supported Housing

Includes placement cost and supervision, for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

Budget 4: Chafee IL Services-Voluntary ONLY

Independent Living Services (including case management and limited financial assistance to support rent, utilities, and items to support independent living, i.e., Room & Board) as defined in the service standards and provided to those youth in placements identified as Budget 4 in Chart 1.

Budget 5: Specialized Vocational Education Program:

Includes placement supervision and full room and board for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by providing vocational training.

## G. Potential Pathways to Interdependence

Older Youth Services are described below:

### Chafee Independent Living Services

- Independent Living Services start at age 16. Who provides this service is based upon where the youth is placed.
  - If a youth is between the ages 16 or older and is placed in a DCS foster home, a relative home or a court approved placement, DCS will make a referral for Chafee Independent Living Services. The Older Youth Services provider would receive the referral and provide Chafee Independent Living Services according to the corresponding Service Standard.
  - If a youth is 16 or older, up to 6 months before transition out of placement and is placed in a foster home supervised by a Licensed Childcare Placing Agency (LCPA), a Residential Facility or a Group Home, the agency providing the placement supervision and case management is responsible for providing independent living services according to the corresponding Service Standard.

### Collaborative Care

- Collaborative Care Services start when a youth enters Collaborative Care (no earlier than age 17.5 years for CHINS youth and age 18 for probation youth).
- The Independent Living Services associated with Collaborative Care should mirror and follow the Chafee Independent Living Service Standards.
- Placement supervision services start once the youth enters an Older Youth placement. Supervision responsibilities of Older Youth Services provider are outlined in Attachment A: Older youth Services Service Standards.
- All services continue until the youth ages out of foster care or until one day before the youth's 20<sup>th</sup> birthday.
- Youth who aged out of foster care and meet the eligibility criteria are able to re-enter foster care after the age of 18. Service delivery will be the same.

### Chafee Voluntary Independent Living Services

- Voluntary Independent Living Services start once the youth's foster care or Collaborative Care case closes and the youth meets the eligibility criteria as outlined in DCS policy.
- Older Youth Services providers will receive a Voluntary Services referral prior to the initiation of services.
- Voluntary Independent Living Services administered must follow the corresponding Service Standard.
- Services may continue until one day before the youth's 21<sup>st</sup> birthday.

All three of these older youth services exist on a continuum comprised of Chafee Independent Living Services, Collaborative Care Services and Chafee Voluntary Independent Living Services. Where a youth falls on the service continuum depends on a

variety of factors which may include: the youth's current age, the youth's age when the youth entered foster care, the youth's placement, and/or how the youth chooses to engage in offered services. The service continuum, referred to as "Potential Pathways to Interdependence" (see figure 1), may be organized into four possible service pathways.

#### Path 1: Chafee IL Services-Collaborative Care-Chafee Voluntary IL Services

This is the pathway of a youth who receives all three Older Youth Services offered. The youth begins by participating in Chafee IL Services and opts into the Collaborative Care program. After the Collaborative Care case closes, the youth chooses to participate in Chafee Voluntary IL Services.

Example: Christine enters care at age 16.5 and is referred to Chafee IL Services by her FCM. Christine remains in foster care until she turns 17.5 years of age and has a case plan goal of APPLA. Christine chooses to participate in the Collaborative Care program and her case is transferred from her FCM to a 3CM. Christine then remains in the Collaborative Care program until she reaches 20 years of age, at which time her case is closed and she chooses to participate in Chafee Voluntary IL Services.

#### Path 2: Chafee IL Services-Chafee Voluntary IL Services

A youth may choose not to participate in the Collaborative Care program. In this instance, a youth participates in Chafee IL Services during their open CHINS/JD/JS case. After case closure the youth chooses to participate in Chafee Voluntary IL Services.

Example: Scott enters foster care at age 15 and begins Chafee IL Services at age 16. Scott turns 17.5 years in care and at this time has case plan goal of adoption and is living in a pre-adoptive placement. Scott chooses to not participate in the Collaborative Care program. He then turns 18 in the pre-adoptive placement and is adopted shortly afterward. After case closure, Scott chooses to participate in Chafee Voluntary IL Services.

#### Path 3: Chafee Voluntary IL Services-Collaborative Care

A youth may choose to re-enter foster care after their CHINS/JD/JS case has closed. A youth must be 18 or over to re-enter foster care into the Collaborative Care program. The illustration shows the youth re-entering foster care from Chafee Voluntary IL Services, but enrollment in Chafee Voluntary IL Services is not an eligibility requirement.

Example: Skye enters foster care at age 17 years and 11 months and turns 18 years of age in placement. Skye chooses to participate in Chafee Voluntary IL Services after her CHINS case closed on her 18<sup>th</sup> birthday. While in Chafee Voluntary IL Services Skye begins the foster care re-entry process for the Collaborative Care program.

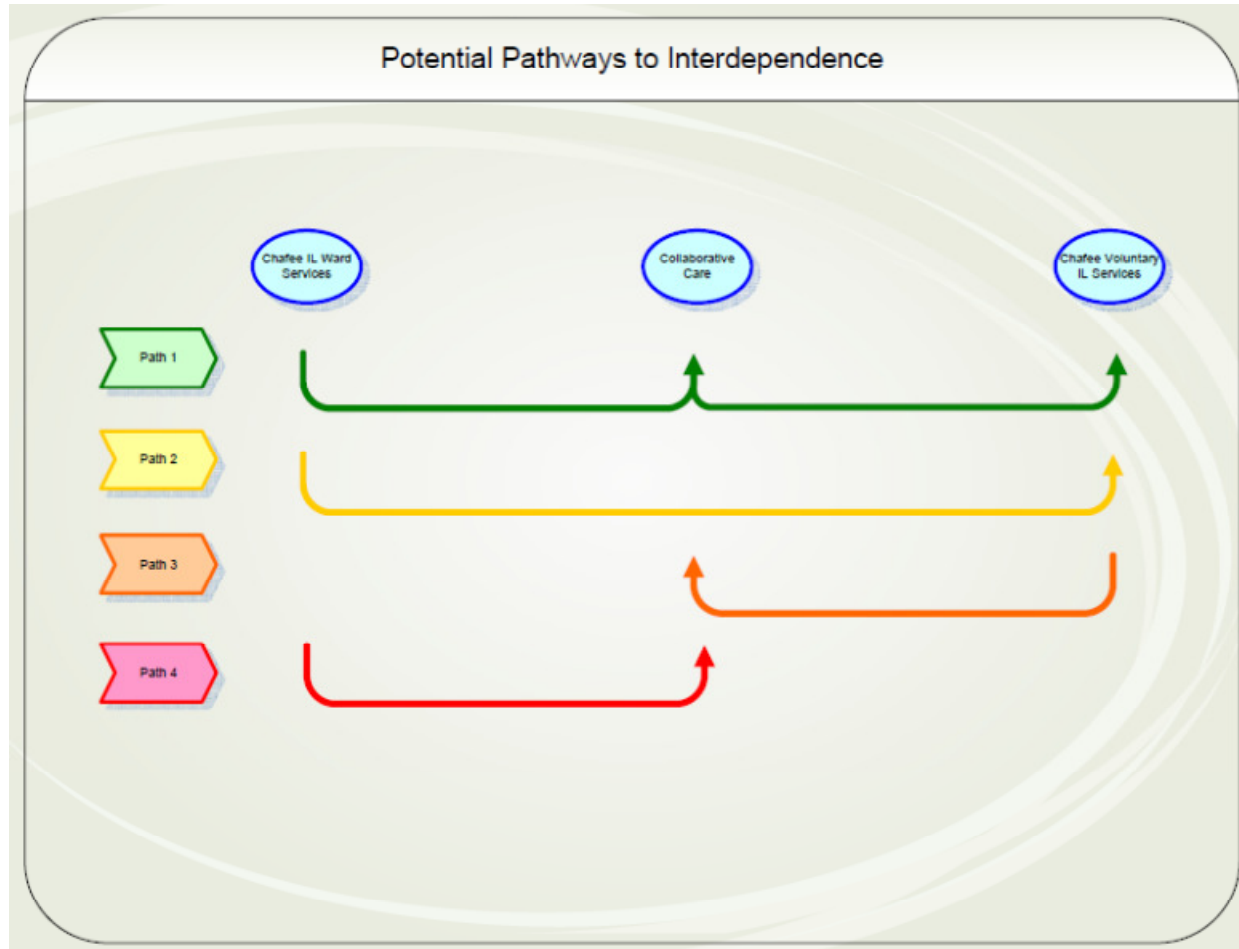
#### Path 4: Chafee IL Services-Collaborative Care

A youth may choose move from Chafee IL Services into the Collaborative Care program, but opt out of Chafee Voluntary IL services.



Example: Jason enters foster care at 14.5 years of age and is placed with a relative. Jason is referred to Chafee IL Services when he turns 16 years of age and chooses to participate in the Collaborative Care program when he turns 17.5 years of age. Jason continues to live with the relative who he was initially placed with at 14.5 years. Jason participates in the Collaborative Care program until he reaches 20 years of age and chooses not to participate in Chafee Voluntary IL services.

Figure 1



## II. GENERAL REQUIREMENTS FOR THE COLLABORATIVE CARE PROGRAM

### A. Collaborative Care

Collaborative Care is designed to allow older youth to have more freedom in decision making and planning in their lives. Older youth in foster care often miss out on natural opportunities to practice decision making, community engagement and leadership (Jim Casey, 2011). These missed opportunities stunt youth development and place foster youth at a distinct disadvantage from youth who are able to practice such skills. Additionally, foster youth are often limited in how they are able to build and maintain their social capital. Youth who choose to participate in Collaborative Care will move beyond being participants in their DCS case by becoming a partner in their DCS case. The youth's 3CM will have a focus on the youth and the youth's transition from foster care with an emphasis and understanding of youth-adult partnerships. Part of the focus on transition will be partnering with the youth in building a social network through team building that is led by the Collaborative Care youth. The 3CM will also be supportive of the youth's self-constructed familial unit (i.e. development of relational permanency).

### B. Program Description

Candidates for Collaborative Care are current Indiana wards of DCS, 17 years or older, or probation, 18 years or older, that meet or are expected by age 18 to meet at least one of the below conditions:

- Enrolled in a secondary education institution or a program leading to an equivalent credential, e.g., a youth age 18 and older is finishing high school or taking classes in preparation for a general equivalency diploma (GED) exam. OR enrolled in an institution which provides post-secondary or vocational education, e.g., a youth could be enrolled full-time or part-time in a university or college, or enrolled in a vocational or trade school.
- Participating in a program or activity designed to promote, or remove barriers to employment, e.g., a youth could be in Job Corps or attending classes on resume writing and interview skills or working with an Older Youth Service provider on Independent Living skills.
- Employed for at least 80 hours per month, e.g., a youth could be employed part time or full time, at one or more places of employment.
- Incapable of performing any of the activities described above due to a medical condition documented in the youth's case plan.

At age 17 (or 6 months after case initiation if the youth enters care after his/her 17<sup>th</sup> birthday) a 3CM or IL Specialists shall be present at the youth's IL/Transition planning CFTM to inform the youth on the Collaborative Care program, and complete the NYTD survey. If a youth chooses to opt into Collaborative Care the youth's case will then transfer from the FCM to the 3CM when the youth turns 17.5 years of age for CHINS youth or 18 years of age for probation youth.

Youth will remain in their current placement until the youth graduates high school, obtains her/his GED or turns 18. Once a youth has obtained their high school diploma or GED or turns

18, most will step down to an Older Youth Placement (see section II B of this document) and may remain in this placement for up to six months with the support of DCS. After this six months has passed youth may choose to continue to stay in foster care and receive support from DCS until they reach 20 years of age, at which time they may choose to participate in Chafee Voluntary Independent Living Services.

Building, preparing and maintaining Child and Family Teams is part of the Practice Model utilized by DCS staff to ensure that families and their support systems are engaged in the planning and decision-making process throughout their relationship with the Department. Older youth may have multifaceted aspects of familial support (Samuels, 2008) relationships. Youth in Collaborative Care will be the foremost voice of the Child and Family Team (CFT). This team will be convened every six (6) months as outlined in the IL/Transition Planning process, see policy 11.6 for further details.

Youth in Collaborative Care shall establish working relationships with the CFT that shall be characterized by behaviors that impart respect for human dignity, full disclosure of information, inclusion in the decision-making process, and an awareness of the appropriate use of Youth-Adult Partnerships. Through the use of quality Child and Family Team Meetings (CFTM), combined with ongoing work led by the youth and supported by the family team this model will be utilized to complete and/or renew the Transition/IL Plan every six months. The youth-led CFTM shall identify steps to transition out of Collaborative Care, including but not limited to the following:

- a. Post-foster care housing arrangements;
- b. Employment or methods of paying bills;
- c. Post-secondary education or training (if applicable);
- d. Physical and mental health care;
- e. Sources of support (i.e., supportive relationships and community support);
- f. Referral for enrollment in Chafee Voluntary IL Services for all youth turning 20, to begin services after the youth's Collaborative Care case is closed;

The CFT will convene for the continuous assessment of the youth's specific needs, for accessing healthy risk taking behaviors and developing individualized goals.

### C. Older Youth Placements

Older Youth Placement settings are a new placement option for youth participating in Collaborative Care, created in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008. These placements are either directly supervised by DCS or the Older Youth Services Provider, as outlined below.

The Older Youth Placements include:

- a. Supervised by DCS
  - i. Host Home (including licensed foster homes);
  - ii. College Dorms

- b. Supervised by Older Youth Services Provider
  - i. Shared Housing;
  - ii. Supervised Apartments; and
- c. Supervised by the Older Youth Services Provider which is the owner and operator of the Staff Supported Housing facility
  - i. Staff Supported Housing,

An Older Youth placement must meet health and safety standards and must be approved by the youth's 3CM. Youth in these placement types shall remain court dependents under the supervision of DCS. Older Youth Placements do not need to be licensed.

Once youth have met the Collaborative Care participation criteria the following will be considered as the youth and the 3CM, along with the youth's team, plan for a step down process to ensure that the youth is in a least restrictive placement according to their individual needs:

- a. The youth has obtained 18 years of age;
- b. The youth has obtained secondary education credential including; High School Diploma or General Equivalency Diploma (GED);
- c. The youth's CANS score

CANS assessments will be completed for youth to determine service needs and placement recommendations. When completing a CANS assessment for a Collaborative Care youth the 3CM will answer questions with the youth in mind as the caretaker. The results of the CANS assessment should be considered by the youth, the youth's team and the 3CM when discussing Collaborative Care placement options. A placement of Staff Supported Housing or continued care in their current placement will likely be most appropriate for youth whose CANS score shows that they require a high level of services and supervision. Youth with a CANS score that shows they do not require a high level of services or supervision will be most appropriate for shared housing, college dorms or apartments. The CANS score is not the final determinant for placement. The final determination is made by the youth, the youth's 3CM and the youth's team.

- a. Older Youth Placements Supervised by DCS
  - i. Host Home

A host home setting is one where a youth resides in the home of a family/single adult's (who may or may not be related) home, shares basic facilities, and agrees to basic expectations as established by both the Host Home and youth and detailed in the Collaborative Care agreement. This placement shall be used when an existing positive adult relationship has been identified by the youth or members of the youth's team by the youth's agreement.

Host Home settings shall be paid, court-approved placements. Host Home Adults shall undergo CPS and limited Background checks. Host Home Adults shall provide interdependent living training that includes but is not limited to:

- Providing food and shelter for the youth residing in the home;
- Displaying positive role modeling behaviors;
- Utilizing teachable moments that provide the youth opportunities to engage in healthy risk taking, fostering both positive and negative consequences;
- Adhering to the expectations of the Host Home Agreement resulting in positive and negative consequences;
- Establishing progressive and appropriate expectations based on needs and age of the youth.

Adults open their homes and their hearts to young people who need and are looking for healthy and nurturing connections, along with a stable environment that meets their basic needs. During their stay in a host home, young people experience living with support, witness the give and take of living in a positive household and experience situations where their individual needs are respected and celebrated. This experience of sharing lives is challenging but powerful and a key element to the youth's future success.

#### i. Supervision

The host home option is not required to be licensed and will be monitored by the 3CM. As with traditional DCS placements, the 3CM face to face contact requirements remain the same (every 30 days) for a Collaborative Care Youth in a Host Home placement.

Host Home adults shall be at least twenty-one years of age. A waiver may be requested by the 3CM and approved by the Older Youth Initiatives Manager or designee for potential Host Home Adults under the age of twenty-one.

The adults and youth will participate in youth and adult partnering/convening opportunities, as offered.

Expectations of the host home placement will be discussed and agreed upon in the CFTM held prior to the youth's transition, if the host home will be a change of placement for the youth. The following topics, which are included in the Host Home Agreement, shall be discussed:

- Physical description of space (Physical Environment Checklist);
- Refrains from discriminating against the youth based on race, religion, national origin, gender, disability, or sexual orientation.
- Respect of the expectations, roles, and responsibilities and consequences of youth and Host Home Adult.
- Frequency of services and provider visits/meetings

- Per diem and payments

## ii. Services

The services provided in Collaborative Care should be specific to the needs of the youth. The Host Home Adult will assist in the facilitation of services through cooperative communication with the 3CM as to the areas of opportunity that arise. The Host Home Adult will complete the Ansell-Casey Life Skills Assessment (ACLSA) for care-giver and also administer the ACLSA to the youth. These tools will be utilized to remain progressive in accordance to the youth's Transition/Independent Living Plan. Host Home Adults will recognize teachable moments and assist the youth in budgeting funds, purchasing personal items and setting up bank savings and/or checking accounts to promote and increase the youth's financial responsibility, as outlined in the Independent Living Service Standards.

The need for referral to an Older Youth Service provider will be determined by the youth, with the guided support of the 3CM, Host Home Adult, and assessment tools. If the youth is not employed 80 hours per month or enrolled in an educational or vocational setting, the youth must participate in services with an Older Youth Service provider in order to maintain eligibility for the Collaborative Care program.

## iii. College Dorm

This placement type shall be used for youth that have demonstrated an elevated level of personal responsibility and accountability to be successful in a dorm living situation.

The Department of Child Services will offer continuing support and services to youth whose goals include continuing their education while living on campus at one of the many public/private colleges/universities throughout the State.

### i. Supervision

The college dorm placement type shall be supervised by the youth's 3CM. The 3CM is responsible for making face to face visits with the Collaborative Care youth once each calendar month. The 3CM and youth may use social networking to communicate in the interim (see section I D of this document). The 3CM is assigned to the youth based on the youth's county of residence rather than court of jurisdiction. Court dates should be scheduled in a manner that does not interfere with the youth's school or work. The youth and the youth's 3CM are responsible for securing transportation to the court date.

### ii. Services

Independent Living services will be delivered via the broker of resources model. The 3CM is responsible for monitoring all services provided to the youth and for ensuring that NYTD eligible services are reported. An Older Youth Service Provider may work with the youth if the youth and 3CM decide a referral is needed. The provider shall work in

conjunction with the Education and Training Voucher (ETV) program Specialist ensuring that the youth is not receiving duplicate services.

- b. Older Youth Placements Supervised by the Older Youth Services Provider
  - i. Shared Housing

This placement type will allow youth to obtain their own apartment with a roommate(s). The roommate may or may not be a sibling and does not have to be a ward of the state. DCS will cover the youth's share (percentage based on the number of roommates) of documented rent, utilities (gas, water, electric and telephone) food, clothing and personal hygiene expenses.

A CHINS or adjudicated Juvenile Delinquent youth that has reached the age of 18 may qualify to participate in this placement type. Youth must be employed and/or in an educational program (diploma, GED, vocational or college.) Eligible youth must consent to being under the supervision of the Juvenile court, meet with their case manager as required and follow all rules of the placement.

- i. Supervision

The shared housing placement is not required to be licensed and will be monitored by the contracted collaborative care agency. As with traditional DCS placements, face to face contact requirements between the Collaborative Care youth and 3CM would remain the same (at least once every calendar month).

Housing may be shared by a Collaborative Care youth and one or more relative or non-relative. The other individuals living in the residence may or may not also be under the placement and care of DCS. All tenants should be listed on the lease. Seek guidance from the Independent Living Specialist for potential exceptions. Youth transitioning from residential facilities or group home settings may receive special consideration for this placement type.

Prior to moving into a Shared Housing placement a CFTM will be conducted to address the youth's skill level and needs. Based on the CFT's discussion and the Transition/IL plan, an IL Learning Plan will be devised by the youth and Older Youth Service Provider outlining services. Intensive case management will be allowed for the first month of placement. Unless otherwise directed by the referring 3CM the expectation for the Older Youth Service Provider is to have a minimum of three (3) face to face meetings with the Collaborative Care Youth per week for the first four weeks after a placement transition (i.e. moving from a Host Home to Own Apartment/Housing; moving from Own Apartment/Housing to Shared Apartment/Housing.) At least two of these face to face meetings must take place in the youth's residence. Supplementing the face to face



meetings will consist of a daily phone call between the Older Youth Service Provider and Collaborative Care Youth. Intensive case management will be allowed for the first month of placement, with decreased supervision over time in order to build IL skills and strengthen the youth's social network resulting in increased social capital. The intensity of supervision will depend upon the youth's needs and will be decided upon by the youth and his/her team. Most youth will have a supervision check- in either by face to face or phone call once per day starting out for the first month after a placement transition.

The Collaborative Care youth's rights and responsibilities will be discussed and agreed upon in the CFTM held prior to the youth's transition. The following topics shall be discussed:

- Youth's participation in services, including home visits
- Roommate or roommates acknowledgement and agreement to monthly visits from the 3CM and development of protocol for visits
- The expectations, roles, and responsibilities and consequences of youth, Older Youth Service Provider and 3CM including frequency of services and provider visits/meetings
- Payment of rent and utilities
- Emergency protocol/planning

#### ii. Services

Independent Living Services will be delivered by the broker of resources model. The Older Youth Service Provider will be responsible for assisting the youth in locating safe and affordable housing that will meet the youth's needs. The youth should be able to maintain this housing once services are no longer provided and DCS placement and care has ended. The Older Youth Service Provider will be responsible for ensuring that the youth has a bed, basic kitchen supplies, access to a phone, food, and personal hygiene items upon entering the placement. Additional furnishings may be obtained by the youth and/or Older Youth Service Provider during case progression.

Youth must be able to reach the Older Youth Service Provider 24/7 in the event of an emergency

#### ii. Apartments

Supervised apartments are placements where youth live in an apartment setting that can be maintained post Collaborative Care. In this setting youth live alone and learn practical independent living skills with the assistance of the Older Youth Service Provider.

A CHINS or adjudicated Juvenile Delinquent youth that has reached the age of 18 may qualify to participate in this placement type. Youth must be employed and/or in an educational program (diploma, GED, vocational or college.) Eligible youth must consent to meet with their case manager as required and follow all rules of the placement.

## 1. Supervision

The Apartment placement is not required to be licensed and will be monitored by the Older Youth Service Provider. As with traditional DCS placements, face to face contact requirements between the Collaborative Care youth and 3CM would remain the same (at least once every calendar month).

Youth transitioning from residential facilities or group home settings may receive special consideration for this placement type.

Prior to moving into an Apartment placement a CFTM will be conducted to address the youth's skill level and needs. Based on the CFT's discussion and the Transition/IL plan, an IL Learning Plan will be devised by the youth and Older Youth Service Provider outlining services. Intensive case management will be allowed for the first month of placement. Unless otherwise directed by the referring 3CM the expectation for the Older Youth Service Provider is to have a minimum of three (3) face to face meetings with the Collaborative Care Youth per week for the first four weeks after a placement transition (i.e. moving from a Host Home to Own Apartment/Housing; moving from Own Apartment/Housing to Shared Apartment/Housing.) At least two of these face to face meetings must take place in the youth's residence. Supplementing the face to face meetings will consist of a daily phone call between the Older Youth Service Provider and Collaborative Care Youth. Intensive case management will be allowed for the first month of placement, with decreased supervision over time in order to build IL skills and strengthen the youth's social network resulting in increased social capital. The intensity of supervision will depend upon the youth's needs and will be decided upon by the youth and his/her team. Most youth will have a supervision check- in either by face to face or phone call once per day starting out for the first month after a placement transition.

The Collaborative Care youth's rights and responsibilities will be discussed and agreed upon in the CFTM held prior to the youth's transition. The following topics shall be discussed:

- Youth's participation in services, including home visits
- The expectations, roles, responsibilities and consequences of youth, Older Youth Service Provider and 3CM including: frequency of services and provider visits/meetings
- Payment of rent and utilities
- Emergency protocol/planning

## 2. Services

Independent Living Services will be delivered by the broker of resources model. The Older Youth Service Provider will be responsible for assisting the youth in locating safe and affordable housing that will meet the youth's needs. The youth should be able to maintain this housing once services are no longer provided and Collaborative Care has

ended. The Older Youth Service Provider will be responsible for ensuring that the youth has a bed, sofa/love seat, basic kitchen supplies, access to a phone, food, and personal hygiene items upon entering the placement. Additional furnishings may be obtained by the youth and/or Older Youth Service Provider during case progression.

Youth must be able to reach the contacted Older Youth Service Provider 24/7 in the event of an emergency.

- c. Supervised by the Older Youth Services Provider which is the owner and operator of the Staff Supported Housing facility

- i. Staff Supported Housing,

#### B. Staff Supported Housing

This placement shall be reserved for youth who are in need of a higher level of supervision than traditional Collaborative Care participants. The ideal youth for this placement is a youth who is transitioning out of a residential facility placement or a youth who is awaiting an adult assistance program.

- i. Supervision

This placement shall be a setting where multiple youths may live in a campus or apartment complex setting. This placement may also look like a group home setting. Youth should have opportunities to interact in the community, with decreased supervision over time in order to build IL skills and strengthen their social network resulting in increased social capital. The placement provider will have staff on site, available for supervision at all times.

Staff must be available, on site, 24/7.

- ii. Services

Each youth will receive daily supervision. However, this does not require 24/7 supervision. During this time the youth should receive instruction on Independent Living skills as indicated in the youth's Independent Living Transition Plan. The amount of instruction will be determined by each youth's skill level and need.

The placement provider will provide furnishings for the placement. The furnishings may be new or used, but must be in good condition, and must include, but are not limited to, the following:

- A stove and refrigerator
        - Kitchen furnishings (pots, pans, cooking and eating utensils)
        - A dining table and chairs

- A telephone (landline or cellular)
- Living room furniture

Each youth will have a separate bedroom which must include, but not limited to, in good condition:

- A bed and bed linens
- Desk or table with a chair
- Bookshelf
- Dresser

### III. GENERAL REQUIREMENTS FOR CHAFEE INDEPENDENT LIVING SERVICES

#### A. Independent Living Services

The Chafee Foster Care Independence Program (CFCIP) provides independent living (IL) services that consist of a series of developmental activities that provide opportunities for young people to gain the skills required to live healthy, productive, and responsible lives as self-sufficient adults. Independent living services should be seen as a service to young people that will help them transition to adulthood, regardless of whether they end up on their own, are adopted, enter a guardianship or are reunified. IL services should be based on the Ansell Casey Life Skills Assessment (ACLSA) following the youth's referral for services. Youth receiving IL services must participate directly in designing their program activities, accept personal responsibility for achieving independence, and have opportunities to learn from both positive and negative experiences.

Services should be provided according to the developmental needs and differing stages of independence of the youth but should not be seen as a single event, or as being provided in a substitute care setting, but rather as a series of activities designed over time to support the youth in attaining a level of self sufficiency that allows for a productive adult life. Services should address all of the preparatory requirements for independent adulthood and recognize the evolving and changing developmental needs of the adolescent.

Independent Living Programs are designed to assist young people by advocating, teaching, training, demonstrating, monitoring and/or role modeling new, appropriate skills in order to enhance self-sufficiency. Services must allow the youth to develop skills based on experiential learning and may include the below outcomes based on the youth's needs as identified through the Independent Living assessment.

#### B. Program Description

The independent living assessment must include a comprehensive, written assessment of the youth's strengths as well as areas of improvement. The Ansell-Casey Life Skills Assessment (ACLSA) at [www.caseylifeskills.org](http://www.caseylifeskills.org) is the **only** assessment tool approved for use. This assessment must be completed annually and shared with the youth, caregiver and

referring agency within ten (10) days of completion.

**\*\*Completion of the ACLSA and Learning Plan must be recorded for NYTD. These activities are reported by selecting "Independent Living Needs Assessment" in the NYTD web portal when submitting the youth's monthly report through the NYTD web portal during the reporting period corresponding to completion of these activities. The ACLSA and Learning Plan do NOT need to be submitted along with the monthly report unless otherwise directed by the referral source\*\***

The expectation of Older Youth Services Providers is to serve in the role of community resource broker for youth receiving Chafee IL services (see section III). This role will focus on increasing the youth's skills in accessing services within their community and building support networks that will exist after DCS services end. Older Youth Services Providers need to first seek community resource providers to provide the direct services associated with the outcome areas outlined below. Providers must maintain documentation in the file if no community resource exist thus direct service was provided by the Older Youth Services provider. If the Older Youth Services Provider can document a service gap in a region/county for an outcome area, approval may be granted for that specific region/county, thus documentation would not be needed for each youth seeking services in that region/county. Group services with a pre-approved curriculum by the ILS will not need to seek this additional approval.

#### Eligibility

##### Chafee IL Services:

- Youth ages 16 to 21 who are in foster care or a Collaborative Care placement as a CHINS or adjudicated a delinquent with a case plan establishing the need for independent living services.

Youth, ages **16 through 18** who are not participating in Collaborative Care will receive services that include individual guidance, case management, and soft skill independent living services as reflected in the IL Learning Plan (LP). Youth must be given an independent living assessment (i.e., ACLSA) to determine the appropriate services. These services may include but are not limited to; locating tutorial services, self-esteem building, life interest explorations, and education in housing options, budgeting, money management, health care, transportation options, secondary and post-secondary education, and interpersonal relationship skills.

##### Chafee Voluntary IL Services:

- Youth ages 16 to 21 who were formerly in foster care or a Collaborative Care placement or adjudicated a delinquent between the ages of 16-18 that were returned to their own homes on a Trial Home Visit and remained a CHINS or adjudicated a delinquent with a case plan establishing the need for independent living services.
- Youth age 18 to 21 who were formerly in foster care or a Collaborative Care placement for a minimum of 6 months as a CHINS or adjudicated a delinquent between the ages of 16-18 under the supervision of the DCS and had a case plan establishing the need for independent living services.

- Youth who are 18 to 21 who would otherwise meet the eligibility criteria above and who were in the custody of another state or were a “ward of another state” will be eligible if through the Interstate Compact for the Placement of Children there is a verification of wardship and all eligibility criteria from the state of jurisdiction.
- Youth age 16-21 that left foster care after obtaining 16 years of age for kinship guardianship or adoption.

Youth who turn 18 in foster care are exempt from the 6 month requirement indicated in the target population. For probation youth adjudicated a delinquent, the county of residence must have an interagency agreement between the court and DCS relating responsibilities of each party for meeting all state and federal mandates.

Youth ages **18-20** who are not participating in Collaborative Care, who have not reached their twenty first birthday and who have left foster care will be offered guidance on financial issues, assessment services, housing, health care, counseling, employment, education opportunities and other support services that are unique for the development of self-sufficiency. Services are provided on a voluntary basis and youth will sign a Voluntary Services Agreement with the provider for case management services. This agreement outlines the services to be provided, the length of time expected for the service, and the plan for the youth’s contribution. The youth must participate directly in designing their program activities, accept personal responsibility for achieving independence, and have opportunities to learn from experiences and failures. In addition, the IL Learning Plan must include an operational plan describing how the young adult is going to assume responsibility once assistance ends.

#### Emancipation Goods and Services (EG&S):

- All youth who are eligible to receive Chafee IL Services and Chafee Voluntary IL Services are also eligible to access EG&S funding.

Emancipation Goods and Services (EG&S) are goods and services required to ensure a safe and successful case closure for youth aging out of the system and must be approved by the local DCS office or IL Specialist on a dollar for dollar basis. The state approved form must be used to request needed funding for youth. Requests for items not listed on the EG&S form require pre-approval from the IL Specialist. The signature of the DCS Local Office Director or designee on the approved form provides approval for expenditure of the funds as does the emailed form with the email cover sheet attached to the form that was received from the DCS Director or designee. **DCS will not reimburse taxes paid on items purchased through EG&S.**

For youth receiving Chafee Voluntary IL Services: The EG&S form is to be signed by the IL Specialist serving the county in the region where the youth resides.

Note: This expenditure must be determined based on the specific needs of each youth, not on the amount available.

#### Room and Board:

Foster youth must have turned 18 years of age while in foster care or a Collaborative Care placement and they cannot have an open CHINS or JD/JS case. This includes:

- Youth who move directly from foster care or a Collaborative Care placement into their own housing at age 18 up to age 21.
- Youth who leave care voluntarily at age 18 without accepting assistance but return prior to turning age 21.

Room and Board (R&B) expenses are considered as security deposits, rent, utility deposits and utilities. Utilities are limited to electric, gas, water and sewage. These funds are contingent upon availability as well as verification of the youth's eligibility for voluntary services by the IL Specialists. Room and board payments include a maximum lifetime cap of \$3,000 for assistance up to age 21. Youth may access this assistance as long as they continue to participate in case management services and receive SSI (Supplement Security Income through Social Security) or participate in a full or part time schedule of work (or are actively seeking employment) until the \$3,000 limit is exhausted. While receiving room and board funds, youth are expected to make incremental payments toward their own housing and utility expenses beginning in the third month of assistance and should be prepared to accept full responsibility by the sixth month unless there are extenuating circumstances. In cases where the youth is unable to accept full responsibility for their rent in the sixth month, approval must be received from the DCS IL Specialist to allow payment beyond the fifth month. Requests for an extension of this capped amount will be considered on a case-by-case basis by DCS Older Youth Initiatives Manager or designee, based on availability of funds. Room and Board payments will only be made through a contracted service provider who is providing independent living case management services to the youth.

Youth receiving room and board assistance and planning to attend a post-secondary institution may access room and board funds to obtain off-campus housing prior to beginning their post-secondary program. Deposits for housing on campus may be made through Emancipation Goods and Services funding. Education and Training Voucher (ETV) funds are available for housing for youth attending post-secondary institutions. Those attending school full time or part time may access the ETV Program at [www.indiananetv.org](http://www.indiananetv.org). If eligible for ETV funds, housing assistance must be accessed through this program and not Room and Board.

#### Housing Options:

Potential housing options for youth accessing Voluntary IL services may include host homes with foster families, relatives other than biological or adoptive parents, or other adults willing to allow the youth to reside in their home with or without compensation. [This setting does not require the same responsibilities provided by the host home adult as the Host Home placement type in Collaborative Care.] Other housing options may include youth shelters, shared housing, single room occupancy, boarding houses, semi-supervised apartments, their own apartments, subsidized housing, scattered site apartments, and transitional group homes.

\*\*Room and Board financial assistance must be reported through the NYTD web portal during the reporting period corresponding to disbursement of these funds. This service element is reported as "Room and Board Financial Assistance" and should NEVER be marked for wards in either traditional foster care or Collaborative Care\*\*

#### IV. BROKER OF SERVICES MATRIX

Service providers will provide instruction or monitor that the youth receives services that include but are not limited to the following:



## OUTCOME AREA: EDUCATION

**Result:**

- Young people acquire sufficient education, advocacy skills and training to enable them to achieve their career and life goals.
- Educational and other institutions and agencies provide opportunities, encouragement and advocacy to increase youth's achievement of educational goals.

**\*\* NYTD:** reportable service elements are identified in bold font after service in "provider responsibilities". Please refer to these when submitting monthly reports through the web portal. Any questions regarding reportable service elements should be directed to the email box: [dcscopytd@dcs.in.gov](mailto:dcscopytd@dcs.in.gov)**\*\***

CORE COMPETENCIES	YOUTH OUTCOMES	PROVIDER RESPONSIBILITIES
Ability to succeed in school	<p>Young people attain their educational goals and are knowledgeable about and understand the importance of:</p> <ul style="list-style-type: none"> <li>• Participating in educational activities including, but not limited to: tutoring, mentoring, extra-curricular activities, support programs, voluntary office hours with educational supports</li> <li>• Identifying when and if they require support services and how to seek out assistance that meets their needs</li> <li>• Resources for youth-specific connections for transitions (either in the educational and social community)</li> </ul>	<p>Assist youth in understanding different opportunities and support services and how to access those support services to aid in successful completion of educational goals. Specific activities that the provider may conduct include:</p> <ul style="list-style-type: none"> <li>• Working with the youth to identify connections for transitions between grade levels and school systems (<b>academic support</b>). If applicable, helping the youth transition from high school to post-secondary education and/or training (<b>post-secondary educational support</b>)</li> <li>• Advocating to keep youth in school and in the school district that is familiar to the youth</li> <li>• Advocating for youth to graduate from high school, unless high school graduation is not possible</li> <li>• Assist youth in assessing and sustaining tutoring services (<b>academic support</b>)</li> </ul>
Ability to explore and select the right	Young people will demonstrate knowledge of:	<ul style="list-style-type: none"> <li>• Partner with the youth, using tools that can</li> </ul>

education setting for future success	<ul style="list-style-type: none"> <li>• How educational attainment links to future quality of life</li> <li>• Options for continuing education that will allow for the youth to gain employment within their specific areas of strengths and interest</li> </ul>	<p>be accessed through the school system or other reputable public access assessment resources, to assess specific strengths, needs, interests and barriers (<b>academic support</b>)</p> <ul style="list-style-type: none"> <li>• Facilitate visits to institutions of higher education, including but not limited to colleges (<b>post-secondary educational support</b>), vocational/technical schools, beauty/barber colleges and administrative schools, apprenticeship/internship programs (<b>career preparation</b>)</li> <li>• Assist the youth in exploring alternatives to classroom learning such as AmeriCorps, Job Corps and military service. (<b>career preparation</b>)</li> </ul>
Secondary or Post-secondary Education and/or Training Planning	<p>Young people will demonstrate knowledge of:</p> <ul style="list-style-type: none"> <li>• The benefits of having future goals and ambitions during secondary education</li> <li>• The multiple tracks that young people can pursue during secondary education</li> <li>• Admission criteria to enter into post-secondary education and/or training program of choice</li> </ul> <p>Young people will competency in:</p> <ul style="list-style-type: none"> <li>• Planning their curriculum and scheduling</li> <li>• Planning secondary education opportunities to meet short and long term goals</li> <li>• Applying to post-secondary education and/or a training program of choice</li> </ul>	<ul style="list-style-type: none"> <li>• Expose youth to available educational opportunities (<b>post-secondary educational support, career preparation</b>)</li> <li>• Provide education regarding the benefits of continuing education and/or training (<b>post-secondary educational support</b>)</li> <li>• Refer the youth to post-secondary support programs, if applicable (<b>post-secondary educational support</b>)</li> </ul>
Awareness of Financial Support for Post-secondary Education	<p>Young people will demonstrate knowledge of:</p> <ul style="list-style-type: none"> <li>• Identifying sources of financial assistance, including but not limited to: FAFSA, ETV, and 21<sup>st</sup> Century Scholars</li> <li>• Determining which financial assistance/scholarship programs best meet their needs</li> </ul> <p>Young people will competency in:</p>	<ul style="list-style-type: none"> <li>• Take youth to College Goal Sunday or another similar activity (<b>post-secondary educational support</b>)</li> <li>• Ensure that a Twenty-first Century Scholars application has been submitted for the youth and ensure that the name and address is up to date with the Twenty-first Century Scholar office (<b>post-secondary educational</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Accessing financial assistance</li> </ul>	<p><b>support)</b></p> <ul style="list-style-type: none"> <li>• Assist youth in accessing systems of financial support including accessing and providing information for: FAFSA, ETV and if applicable Twenty-first Century Scholars monies. <b>(post-secondary educational support)</b></li> <li>• Provide education on proprietary/private schools and costs/benefits/consequences of such schools <b>(post-secondary educational support)</b></li> </ul>
Youth takes ownership over their education or becomes their own educational advocate	<p>Young people will competency in:</p> <ul style="list-style-type: none"> <li>• Obtaining their educational records</li> <li>• Leading their educational planning</li> </ul>	<ul style="list-style-type: none"> <li>• Support the youth taking on an increasing level of responsibility over time</li> <li>• Assist youth with how to obtain education records <b>(academic support)</b></li> </ul>
Navigation of higher education system	<p>Young people will demonstrate knowledge of:</p> <ul style="list-style-type: none"> <li>• Appropriate social skills for post-secondary education, including appropriate self disclosure and boundaries</li> </ul> <p>Young people will competency in:</p> <ul style="list-style-type: none"> <li>• Identifying when and if they require support services and how to seek out assistance that meets their needs</li> <li>• Gathering and maintaining all necessary documentation to support post-secondary education</li> <li>• Exploring post-secondary housing options</li> </ul>	<ul style="list-style-type: none"> <li>• Help the youth identify someone in their support network that can provide guidance and support educational goals</li> <li>• Provide initial support in educational planning <b>(post-secondary educational support, career preparation)</b></li> <li>• Advocate for youth engagement in each step of the educational plan</li> <li>• Connect youth to college readiness/student services program on college campus, if available <b>(post-secondary educational support)</b></li> <li>• Assist youth in identifying a supportive adult to accompany him/her to their college orientation **If the youth requests that a Older Youth Service provider attends as the supportive adult, approval must be given ahead of time from an IL Specialist**</li> </ul>

## OUTCOME AREA: EMPLOYMENT

**Result:**

- Young people are able to support themselves by obtaining and retaining steady employment and seek career development opportunities.

**\*\*NYTD:ALL activities** listed under “Provider Responsibilities” are reportable as the NYTD service element “**Career Preparation**”\*\*

CORE COMPETENCIES	YOUTH OUTCOMES	PROVIDER RESPONSIBILITIES
Resume and Job Application Preparation	Youth will demonstrate the skills to create and maintain a working resume, cover letter, fact sheet (all information needed to complete an application or resume), and a reference list (all contact information for 3-5 individuals who can speak positively about the youth).	Assist the youth in creating and maintaining a copy of the following: <ul style="list-style-type: none"> <li>• resume</li> <li>• cover letter</li> <li>• application cheat sheet</li> <li>• reference list</li> <li>• other necessary career documents based upon the youth’s specific situation</li> </ul> Assist the youth with translating how life experiences can apply to various positions and how to include such experiences in a resume.
Job Search Skills	<ul style="list-style-type: none"> <li>• Youth demonstrate the basic skills to navigate the required paperwork and internet sites to search and apply for employment.</li> <li>• Youth will complete follow up calls/emails after turning in job applications.</li> <li>• Youth will show appropriate conduct when turning in job applications.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist youth to maintain a job search log, including contact information for potential employers.</li> <li>• Assist youth in navigating how to search and apply for employment online, in person, through professional networks, at the Work One office, etc.</li> <li>• Give opportunities to practice completing sample and real applications.</li> </ul>
Professional Conduct	Youth demonstrate knowledge of: <ul style="list-style-type: none"> <li>• time management</li> <li>• appropriate appearance</li> <li>• appropriate communication with co-</li> </ul>	<ul style="list-style-type: none"> <li>• Provide training standards of professional conduct prior to and throughout employment.</li> <li>• Provide training on and examples of making a good first impression and being formally</li> </ul>

	<p>workers and supervisors</p> <ul style="list-style-type: none"> <li>• appropriate workplace interaction</li> <li>• resigning from employment</li> <li>• strategic sharing</li> <li>• work ethic</li> <li>• drug screening process</li> </ul>	<p>evaluated.</p> <ul style="list-style-type: none"> <li>• Provide information on the actual cost of employment (uniforms, travel, etc).</li> </ul>
Interview Skills	<p>Youth will demonstrate knowledge of appropriate interviewing skills, including:</p> <ul style="list-style-type: none"> <li>• appearance</li> <li>• responses</li> <li>• behaviors</li> <li>• follow up after interview</li> <li>• other applicable skills based upon the youth's specific situation</li> </ul> <p>Youth will translate how life experiences can apply to job</p>	<ul style="list-style-type: none"> <li>• Plan and prepare youth for practice interview and arrange a practice interview, including preparing questions to ask the employer during the interview.</li> <li>• Provide training on and examples of appropriate interviewing skills.</li> <li>• Assist youth in identifying their experiences and skills and help them translate those into potential employment.</li> </ul>
Career Exploration	<ul style="list-style-type: none"> <li>• Youth will have knowledge of how their strengths and interests can lead to a career and what education is necessary to meet their goals.</li> <li>• Youth will have a multi-year career and educational plan.</li> <li>• Youth will identify short- and long-term employment goals.</li> <li>• Youth will understand job requirements, beyond educational credentials.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide opportunities for youth to participate in credible, formal assessments and inventories to assist in identifying potential career paths.</li> <li>• Assist youth with a thorough exploration of their strengths, interests and abilities and how those might lead to a career or job.</li> <li>• Help youth identify level of education required to meet short- and long-term employment goals.</li> </ul>
Career Development	<ul style="list-style-type: none"> <li>• Youth can identify the internship and apprenticeship options available in their career field of choice.</li> <li>• Youth demonstrate the ability to learn from both good and bad work experiences</li> </ul>	<ul style="list-style-type: none"> <li>• Provide opportunities for youth to explore internship and apprenticeship options available in several career fields.</li> <li>• Provide opportunities for youth to explore positive and negative past experiences and explore lessons learned from those experiences.</li> </ul>

## OUTCOME AREA: FINANCIAL AND ASSET MANAGEMENT

**Result:**

- Young people will effectively manage their personal finances.

\*\*NYTD: **ALL activities** listed under “Provider Responsibilities” are reportable as the NYTD service element “**Budget and Financial Management**”\*\*

CORE COMPETENCIES	YOUTH EXPECTATIONS	PROVIDER RESPONSIBILITIES
Ability to Perform Basic Banking Functions	Youth will demonstrate an understanding of the following: <ul style="list-style-type: none"> <li>• Selecting a bank</li> <li>• Roles of bank personnel</li> <li>• Distinguishing between savings and checking/debit accounts and other types of accounts</li> <li>• Banking fees and services</li> </ul>	<ul style="list-style-type: none"> <li>• Assist youth in understanding how to navigate the banking system.</li> <li>• Support youth in choosing the best banking system to meet their needs.</li> </ul>
Ability to Budget and Manage Money	Youth will demonstrate an understanding of the following: <ul style="list-style-type: none"> <li>• The difference between fixed and flexible expenses</li> <li>• Income and how to read a pay stub</li> <li>• How to read and pay bills</li> <li>• Budgeting techniques and the importance of savings</li> <li>• Saving strategies</li> <li>• Using banking tools, such as money orders, checks, and deposit slips</li> <li>• Record keeping techniques, including keeping paperwork current if their income is based on public resources</li> </ul>	<ul style="list-style-type: none"> <li>• Assist youth in building financial literacy skills.</li> <li>• Assist youth in developing a budget based upon fixed and flexible expenses and income.</li> <li>• Assist youth in recognizing the differences between “needs” and “wants”.</li> </ul>
Understanding the Pros and Cons of Credit	<ul style="list-style-type: none"> <li>• Youth will be aware of the benefits and consequences of using credit cards and the impact bad credit can have on their future</li> </ul>	<ul style="list-style-type: none"> <li>• At age 17, assist youth in obtaining a credit report.               <ul style="list-style-type: none"> <li>○ If a credit report is not available online then a paper application should be</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Youth will know how to access and read credit reports, including the purpose of credit score</li> <li>• Youth will know the difference between good credit cards and bad credit cards (APR, credit limit, fees, grace period, interest rate, annual vs. initial fees, etc.)</li> <li>• Youth will understand the advantages and disadvantages of instant credit (i.e. RTO stores, payday advances, other scams and predatory practices)</li> </ul>	<p>completed.</p> <ul style="list-style-type: none"> <li>○ If any inaccuracies are present in the credit report, assist the youth in pursuing needed corrective actions</li> <li>• Assist youth in learning and understanding: <ul style="list-style-type: none"> <li>○ benefits and consequences of credit</li> <li>○ credit reports and credit scores</li> <li>○ instant credit</li> <li>○ information about obtaining credit</li> <li>○ consequences of predatory lending practices</li> </ul> </li> </ul>
Ability to File Taxes and Understand the Basics of Local, State and Federal Taxes	<ul style="list-style-type: none"> <li>• Youth will know how to locate critical tax forms and be able to identify the uses for those forms</li> <li>• Youth will know how to read and complete common tax forms</li> <li>• Youth will be aware of timelines/deadlines associated with taxes and will demonstrate this knowledge</li> <li>• Youth will be aware of different options for completing taxes and the cost of those options</li> <li>• Youth will understand why we pay taxes and the use of federal, state and local taxes and sales taxes</li> <li>• Youth will understand the basics of payroll taxes and will know what to withhold from their paycheck</li> <li>• Youth will be aware of their eligibility for tax credits, if any</li> </ul>	Assist youth in locating forms and resources, benefits and penalties associated with filing taxes, etc.

## OUTCOME AREA: PHYSICAL AND MENTAL HEALTH

**Result:**

- Young people's physical, dental and mental health needs are met.

**\*\*NYTD:ALL activities** listed under "Provider Responsibilities" are reportable as the NYTD service element **"Health Education and Risk Prevention"**\*\*

CORE COMPETENCIES	YOUTH EXPECTATIONS	PROVIDER RESPONSIBILITIES
Accessing Healthcare	<ul style="list-style-type: none"> <li>• Youth will have identified providers for vision, mental health, physical and dental care</li> <li>• Youth will have had a medical appointment within the last year</li> <li>• Youth will be able to identify the consequences of missing medical appointments</li> <li>• Youth will demonstrate that they know about co-pays</li> <li>• Youth will have the knowledge and ability to seek answers to questions about healthcare coverage</li> <li>• Youth will know how to change medical providers</li> </ul>	<ul style="list-style-type: none"> <li>• Provide education on local vision, medical, mental health and dental health care providers and how to change health care providers if needed.</li> <li>• Assist youth with navigating access to medical treatment.</li> <li>• Educate youth about the ramifications of missing appointments.</li> <li>• Help the youth understand co-pays</li> </ul>
Knowing how to obtain health history	<ul style="list-style-type: none"> <li>• Youth will understand how to obtain medical records</li> <li>• Youth will demonstrate basic understanding of HIPAA</li> <li>• Youth will have a copy of their medical passport from FCM</li> </ul>	Provide training to youth regarding: <ul style="list-style-type: none"> <li>○ Obtaining medical records</li> <li>○ Reviewing medical records</li> <li>○ Connecting with appropriate resources</li> <li>○ HIPPA</li> </ul>
Access to appropriate systems	<ul style="list-style-type: none"> <li>• Youth will be able to voice their needs for adult DMHA, BDDS, and/or IL services according to their needs</li> <li>• Youth will know how to fill prescriptions               <ul style="list-style-type: none"> <li>○ Youth will understand the differences</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Educate youth regarding how to communicate with medical providers and pharmacists.</li> <li>• Educate youth regarding how to advocate for specific health care needs, including</li> </ul>



	between generic and name brand prescriptions, including formulary and non-formulary for the most cost effective prescription.	seeking a second opinion when they do not agree with their doctor and/or identifying medication side effects
Prevention and Maintaining a Healthy Lifestyle	<ul style="list-style-type: none"> <li>• Youth will maintain a healthy lifestyle</li> <li>• Youth will understand the benefits and consequences of using emergency services vs. using a primary medical provider</li> <li>• Youth will have a full scope understanding of pregnancy, including the financial impact</li> </ul>	Provide education on: <ul style="list-style-type: none"> <li>○ Maintaining a healthy lifestyle</li> <li>○ Emergency care vs. care from a primary care physician</li> <li>○ STD and pregnancy prevention</li> </ul>

## OUTCOME AREA: HOUSING

**Result:**

- Young people have and maintain safe, stable and affordable housing that allows for access to services and transportation.

**\*\*NYTD: ALL activities listed under “Provider Responsibilities” are reportable as the NYTD service element “Housing Education and Home Management”**

CORE COMPETENCIES	YOUTH OUTCOMES	PROVIDER RESPONSIBILITIES
Understanding Available Housing Resources	Youth will understand: <ul style="list-style-type: none"> <li>• Tenant and lease rules and responsibilities</li> <li>• How to access rent and utility subsidies</li> <li>• The benefits and consequences of using a payee</li> </ul>	Provide education on: <ul style="list-style-type: none"> <li>• Tenant and lease rules and responsibilities</li> <li>• Accessing rental and utility subsidies</li> <li>• Using a payee</li> </ul>
Financial Resources	Youth will understand: <ul style="list-style-type: none"> <li>• The benefits, consequences and responsibilities associated with a co-signer/roommate</li> <li>• How to turn on, utilize and pay for utilities</li> <li>• The benefits and costs of renters insurance</li> <li>• Credit and loan/mortgage issues associated with housing</li> <li>• The benefits, consequences and costs of home ownership</li> </ul>	Provide education on: <ul style="list-style-type: none"> <li>• Having a co-signer and/or roommate</li> <li>• Utilities</li> <li>• Security deposits and utility deposits</li> <li>• Renters insurance</li> <li>• Home ownership</li> </ul> <p>Use the wage calculator tool provided by the IHCD to assist youth in understanding the costs associated with the different types of housing.</p>
Homelessness Prevention	Youth will understand: <ul style="list-style-type: none"> <li>• Available housing options</li> <li>• How to leave housing appropriately</li> </ul> Youth will demonstrate: <ul style="list-style-type: none"> <li>• The ability to handle a housing crisis, if necessary</li> <li>• Appropriate landlord communication</li> </ul>	Provide education on: <ul style="list-style-type: none"> <li>• Available, appropriate, and affordable housing</li> <li>• Vacating a housing arrangement</li> <li>• Handling of a housing crisis</li> <li>• Landlord communications</li> </ul> <p>Work with IHCD to utilize the homelessness prevention curriculum: Provider will utilize homeless vulnerability assessment provided by</p>

		the IHCD
Housing Options	<p>Youth will understand:</p> <ul style="list-style-type: none"> <li>• Available supportive housing options</li> <li>• How to locate housing using multiple methods</li> <li>• How to choose safe and affordable housing, including considering included utilities and amenities</li> </ul>	<p>Provide education on:</p> <ul style="list-style-type: none"> <li>• Supportive housing options</li> <li>• A variety of methods to locate housing</li> <li>• How to choose safe and affordable housing, including consideration of included amenities (i.e., dead bolt, windows that lock, kitchen appliances, etc.)</li> </ul> <p>Arrange for youth to visit an apartment or home for rent.</p>
Housing Stability	<p>Youth will understand:</p> <ul style="list-style-type: none"> <li>• Tenant rights and responsibilities associated with their lease</li> <li>• The definition of visitors, guests, household composition</li> <li>• Various ways to manage their utility cost and consumption</li> <li>• Consequences of violating lease rules</li> <li>• How to repair rental history</li> <li>• How to get housing back once lost</li> <li>• Home safety</li> </ul>	<p>Review the lease, tenant's Rights and Responsibilities with youth</p> <p>Encourage youth to attend apartment orientation</p> <p>Provide education on:</p> <ul style="list-style-type: none"> <li>• Consequences of violating lease rules</li> <li>• Keeping utility costs affordable</li> <li>• Vacating housing appropriately</li> <li>• Repairing rental history</li> <li>• Home safety</li> </ul>

## OUTCOME AREA: ACTIVITIES OF DAILY LIVING

**Result:**

- Young people will effectively manage their independent living/transition plan and demonstrate daily living skills.\*

\*There may be a portion of youth who cannot meet this full goal. Youth will achieve their fullest potential.

CORE COMPETENCIES	YOUTH OUTCOMES	PROVIDER RESPONSIBILITIES
Basic living skills	<ul style="list-style-type: none"> <li>• Youth will know how to perform activities of daily living, including cooking, cleaning, doing laundry, comparison shopping, etc.</li> <li>• Youth will demonstrate appropriate personal hygiene</li> </ul>	<p>Provide resources and support to ensure youth are able to perform activities of daily living</p> <p>Provide opportunities for youth to practice daily living skills</p>
Social Skills	<ul style="list-style-type: none"> <li>• Youth will understand appropriate boundaries and practice strategic sharing</li> <li>• Youth will be aware of civic engagement opportunities and the benefits of participation</li> <li>• Youth will engage appropriately with peers</li> <li>• Youth will know healthy rules, conflict resolution and time management</li> </ul>	<p>Provide resources and support to youth to develop healthy social skills, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Boundaries and strategic sharing</li> <li>• Etiquette</li> </ul>
Have legal documents and knowledge on how to obtain documents	Youth will have in their possession their drivers license/state ID, birth certificate, social security card or other documentation that applies to youth's specific needs	Assist youth in obtaining vital records
Navigation or access to public systems and community resources	<p>Youth will know how to locate and access the following systems:</p> <ul style="list-style-type: none"> <li>• Legal</li> <li>• DCS Medicaid</li> <li>• TANF</li> <li>• Food Stamps</li> <li>• Childcare Vouchers</li> </ul>	Assist youth in locating and accessing the legal, Medicaid, TANF, food stamps, and child care systems, if applicable.
Health/Financial	Refer to other sections of the service standards	
Family and Healthy Relationship Education	<p>Youth will understand:</p> <ul style="list-style-type: none"> <li>• How to avoid peer pressure</li> <li>• Parenting skills, of applicable</li> </ul>	

	<ul style="list-style-type: none"> <li>• Critical aspects of child development education, child care, and family planning</li> </ul>	
Safety	<p>Personal</p> <ul style="list-style-type: none"> <li>• Youth will be aware of surroundings</li> <li>• Youth will understand basic safety plans, including information that they should carry with them</li> <li>• Youth will always let someone know their whereabouts</li> </ul> <p>Household</p> <ul style="list-style-type: none"> <li>• Youth will know what to do to keep themselves safe during natural disasters.</li> <li>• Youth will know what to do to prevent and keep themselves safe in a fire</li> <li>• Youth will have functional locks to their residences and will understand the importance of keeping doors locked</li> </ul> <p>Internet</p> <ul style="list-style-type: none"> <li>• Youth will understand the potential hazards associated with online social networking, including appropriate and inappropriate information to share on social networking sites.</li> </ul>	<p>Provide basic safety education</p> <p>Educate youth on legal consequences related to drinking and driving</p> <p>Educate youth on legal rights and responsibilities, including what to do if the youth is a victim of a crime</p>

## OUTCOME AREA: YOUTH ENGAGEMENT

**Result:**

- Youth will have the opportunity to participate in activities that ensure they are meaningfully and actively engaged in decisions that affect them and their community

CORE COMPETENCIES	YOUTH OUTCOMES	PROVIDER RESPONSIBILITIES
Engagement on Personal Level	<ul style="list-style-type: none"> <li>• Youth will demonstrate self-advocacy skills</li> <li>• Youth will have knowledge of court proceedings, roles of court participants, and how to self-advocate within court proceedings</li> <li>• Youth will demonstrate effective self-advocacy skills in multiple situations</li> <li>• Youth will demonstrate leadership skills and seek opportunities to apply them</li> <li>• Youth will be able to state the benefits of having/being an appropriate role model</li> <li>• Youth will demonstrate knowledge of awareness of resources</li> </ul>	Provide education and opportunities for youth to gain self-advocacy knowledge and skills.
Engagement on Community Level	<ul style="list-style-type: none"> <li>• Youth will understand the benefits of volunteering and how to locate volunteer opportunities in their own communities</li> <li>• Youth will recognize the value of civic engagement</li> </ul>	Provide education and opportunities for youth to gain knowledge and skills in volunteerism and community engagement
Engagement on Youth Advocacy/Public Policy Level	<ul style="list-style-type: none"> <li>• Youth will have basic knowledge of how public policies are created and the legislative processes</li> <li>• Youth will demonstrate that they know how to research and locate resources of interest</li> <li>• Youth will know how to access, influence and/or participate in Youth Advisory Board activities</li> </ul>	Provide education and opportunities for youth to gain advocacy knowledge and skills.

## V. STAFFING QUALIFICATIONS

### Direct Worker

For Staffed Supported Housing:

Bachelors Degree is highly recommend OR at minimum have 3 years experience in child focus setting.

For all other programs:

Bachelor's degree in social work, psychology, sociology, or a directly related field.

### Supervisor

Master's degree in social work, psychology, or other directly related human services field OR Bachelor's degree with minimum of 5 years/preferred 7years of experience in social services, case management, education in a community setting, or other relevant experience.

Supervision/consultation is to include not less than one (1) hour of face to face supervision/consultation per 20 hours of direct client services provided, nor occur less than every two (2) weeks.

Services will be conducted with behavior and language that demonstrates respect for socio-cultural values, personal goals, life-style choices, as well as complex family (biological or other) interactions; services will be delivered in a neutral valued culturally competent manner.

## VI. GOALS and OUTCOME MEASURES

### Goal#1

Timely provision of services to the older youth and regular, timely communication with referring worker

#### Outcome Measures:

- 95% of all youth that are referred will have face-to-face contact with the Older Youth Service Provider within 10 days of the referral.
- 95% of youth will have an ACLSA completed within 30 days of referral and a written service plan (IL Learning Plan) prepared with the youth, which shall be provided to the referring agent within 30 days of completion of the assessment.
- 95% of all youth will have monthly written summary reports prepared and sent to the referring worker via the NYTD web-portal. All reports must be submitted by the 10<sup>th</sup> day of the month in the approved format and submitted via the NYTD web portal or billing will not be approved.

### Goal #2

DCS and youth satisfaction with services

#### Outcome Measures:

- DCS satisfaction will be rated 4 and above out of a possible five (5) points on the Service Satisfaction Report.
- 90% of the youth who have participated in services will rate the services "satisfactory" or above.

### Goal #3

Increase the percentage of youth who have a safe and stable place to live.

#### Outcome Measures:

- 80% of youth receiving room and board assistance will have safe stable housing within 6 months of receiving room and board assistance.
- 95% of youth being provided Older Youth Services will have a plan for housing identified on the Transition/IL plan and/or IL Learning plan prior to case closure.

#### Goal #4

Increase the percentage of youth who complete/seek educational training.

#### Outcome Measures:

- 70% of youth who identify an educational goal will be working towards that goal as defined by the action steps in the Transition/IL plan and/or IL Learning Plan.

#### Goal #5

Increase the percentage of youth who have relational permanency/social capital.

#### Outcome Measures:

- 80% of youth will be able to identify at least one supportive relationship, by six (6) months after initiation of services.
- 85% of youth will be able to identify two (2) or more supportive relationships by the end of one (1) year of services.

#### Goal #6

Increase the percentage of youth who successfully enter/receive independent living services after age 18

#### Outcome Measures:

- 95% of the youth will receive information on Collaborative Care and Voluntary IL.

#### Goal #7

Increase opportunities for youth to practice decision making/problem solving skills.

#### Outcome Measures:

- 85% of youth will have identified responsibilities outlined in the Transition/IL Plan and/or IL Learning Plan.
- 75% of youth will participate in at least one (1) community or leadership opportunity.

#### Goal #8

Increase the number of youth who leave care with an active savings or Individual Development Account with available funding.

#### Outcome Measures:

- 80% of youth will have at least one (1) savings or IDA account with available funding prior to ending services.

## VII. DOCUMENTATION REQUIREMENTS



## 6. Service Access

Services must be accessed through a valid DCS or Juvenile Probation referral. Referrals are valid from the start date until the end date as identified on the referral form. Providers must initiate, via a 3CM, a reauthorization for services to continue beyond the approved period.

## 7. Case Record Documentation

Necessary case record documentation for service eligibility for CHINS and probation youth must include:

- Authorized DCS/probation Referral
- Case Plan indicating the need for independent living services for Chafee IL Services and Chafee Voluntary IL Services
- Initial Ansell-Casey Life Skills Assessment and ongoing assessments every year during the service provision period
- Documentation of regular contact with the referred youth and the DCS
- Monthly written reports on the required form regarding the progress of the youth provided to the referral source via the NYTD web portal. This report must include the youth's full name and ICWIS number. All reports must be turned in by the 10<sup>th</sup> of the month unless otherwise specified by the referring party.

## 8. Quarterly Regional IL Meetings

All contracted Chafee and Collaborative Care Providers will have at least one representative present at the Quarterly Regional IL Meeting in the regions which they serve.

## 9. Monthly Reporting

All reports must be typed and prepared in Microsoft Word or Adobe format. Reports must detail the date and time of day spent with the youth and the goal the youth is working toward. The narrative of the report should detail what goal orientated activities occurred during the time being billed. The approved format is located on the website of the Department of Child Services at [www.in.gov/dcs](http://www.in.gov/dcs). Password protected documents are not an acceptable format for report submission. The signature of the individual service provider, including the date in which the report was completed, who writes an IL report is required on all reports. A hand signature is preferable, but if the individual agency does not have the technology to provide an uploaded report with a hand signature then a typed signature will suffice. Youth signatures on monthly reports are required for auditing purposes, but are not required prior to submission into the web portal.

### The National Youth in Transition Database (NYTD)

Data must be reported monthly regarding independent living services provided to youths over the age of 16. This federal and state requirement is fulfilled by service providers submitting their monthly provider reports by the 10<sup>th</sup> of the month, through the NYTD web portal, which can be accessed through the following link: <https://iposciqa.dcs.in.gov/DCS/NYTD/ProviderLogin.aspx>.

When submitting monthly reports, providers are also required to mark which service elements, as defined by the federal government, were provided to every youth during a report period. The information regarding service

elements that are required for Older Youth Service providers to submit are in compliance with the Chafee National Youth in Transition Database; Final Rule and all technical documents that support the information described in this rule. Providers can be assigned user names and passwords through the DCS NYTD helpdesk email ([DCSNYTD@dcs.in.gov](mailto:DCSNYTD@dcs.in.gov)). Once providers enter the required information into the web portal and attach the monthly report, the report automatically loads into the youth specific case in the DCS case management system, as a contact. Monthly report templates, definitions and an informational webinar can be found through the following link: <http://www.in.gov/dcs/2793.htm>. Failure to upload monthly reports on time or through the NYTD web portal will result in the denial of all claims submitted for each reporting period missing a monthly report.

Service element descriptions can be found in two separate places:

- In the Service Standards, following the provider activity description in each outcome area, the NYTD service element is identified in (bold)
- Each of the federal service elements, definitions and examples from Indiana's Service Standards can be found by following the link: <http://www.in.gov/dcs/2793.htm>. Please note that not all service activities listed in Indiana's Service Standards are reportable as a NYTD service element. Additionally, some activities can be reported under two NYTD service elements. Questions regarding NYTD reporting should be directed to the email box: [dcscopytd@dcs.in.gov](mailto:dcscopytd@dcs.in.gov).

## VIII Sources for Citations

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## **ATTACHMENT B: BUDGET WORKSHEETS**

**For the Period July 1, 2012 – June 30, 2013**

**Bidders must submit one budget as defined below per service area.**

**Attachment K shows the Placement Mix of Older Youth as of 1/1/12. Bidders should utilize this information when projecting number of youth in each budget.**

### Budget 1: Chafee IL services ONLY

Independent Living Services as defined and provided to those youth in placements identified as Budget 1 in Chart 1.

\*While the number of referrals for 16 and 17 year olds is approx 30% currently, we anticipate that increasing to 50%.

### Budget 2: Collaborative Care-services and placement supervision

Includes placement costs and supervision for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

\*The estimated percentage of CHINS youth entering Collaborative Care at age 17.5 or older is projected to be 70%

\*The estimated percentage of probation youth entering Collaborative Care at age of 18 or older is projected to be 50%.

### Budget 3: Staff Supported Housing

Includes placement cost and supervision, for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by serving as a broker of services to connect youth to community service providers as defined in the service standards.

### Budget 4: Chafee IL Services-Voluntary ONLY

Independent Living Services (including case management and limited financial assistance to support rent, utilities, and items to support independent living, i.e., Room & Board) as defined in the service standards and provided to those youth in placements identified as Budget 4 in Chart 1.

### Budget 5: Specialized Vocational Education Program:

Includes placement supervision and full room and board for youth for whom DCS has placement and care. Supervision for older youth includes preparing the youth to live independently by providing vocational training.

**INDIANA DEPARTMENT OF CHILD SERVICES  
PRO FORMA BUDGET WORKSHEET**

Agency Name: \_\_\_\_\_  
 Budget Number (as defined in Chart 1): \_\_\_\_\_ Service Area: \_\_\_\_\_  
 Budget Period: From July 1, 2012 to June 30, 2013 (Assume full year of operation)

<b>Budget</b>							
<b>A. Personnel</b>							
			1. Salaries & Wages			2. Fringe Benefits	
(A) Position/Job Title*	FTE	(B) Average # of Hours/ Month for Program	(C) Salary/ Wage per month for Program	(D) # of Month s (1- 12)	(E) Salary/ Wage For Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost
*Please list each staff position individually.							
<b>Total Salaries and Wages:</b>						<b>Total Fringe:</b>	

<b>A. 3. Consultant and Contract Services</b>				
(A)	(B)	(C)	(D)	(E)
<b>Total Consultant and Contract Services:</b>				

**Budget (Continued If Necessary)**

Agency Name: \_\_\_\_\_

Budget Number (as defined in Chart 1): \_\_\_\_\_ Service Area: \_\_\_\_\_

**A. Personnel**

			1. Salaries & Wages			2. Fringe Benefits	
(A) Position/Job Title*	FTE	(B) Average # of Hours/ Month for Program	(C) Salary/ Wage per month for Program	(D) # of Month s (1- 12)	(E) Salary/ Wage For Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost
*Please list each staff position individually.							

**(H) Full-Time Equivalents by Position:**

Title of Position	FTE		

**INDIANA DEPARTMENT OF CHILD SERVICES  
PRO FORMA BUDGET WORKSHEET**

**Agency Name:** \_\_\_\_\_  
**Budget Number (as defined in Chart 1):** \_\_\_\_\_ **Service Area:** \_\_\_\_\_  
**Budget Period: From: July 1, 2012 – June 30, 2013. (Assume full year of operation)**

<b>Section IV Budget (Continued)</b>
<b>B. Other Costs</b>
<b>1. Travel (Compute client and staff costs separately)</b> Calculations/Descriptions:
<b>2. Consumable Supplies, Printing, Marketing, and Communications (Justify by type of expense)</b> Calculations/Descriptions:
<b>3a. Occupancy Costs Clients (Show computations of each cost)</b> Rent: Calculations/Descriptions:  Utilities: Calculations/Descriptions:  Other Occupancy Costs (e.g., phone, furniture): Calculations/Descriptions:
<b>3b. Occupancy Costs Staff (Show computations of each cost)</b> Rent/Depreciation: Calculations/Descriptions:  Utilities: Calculations/Descriptions:  Other Occupancy Costs (e.g. taxes, insurance): Calculations/Descriptions:
<b>4. Client Food, Clothing, Supplies &amp; Incidentals (Show computations of each component)</b> Calculations/Descriptions:

# INDIANA DEPARTMENT OF CHILD SERVICES

## PRO FORMA BUDGET WORKSHEET

Agency Name: \_\_\_\_\_

Budget Number (as defined in Chart 1): \_\_\_\_\_ Service Area: \_\_\_\_\_

Budget Period: From July 1, 2011 - June 30, 2013 (Assume full year of operation)

<b>Budget (Continued)</b>	
<b>B. Other Costs (Continued)</b>	
<b>5. Staff Training (Show factors included and computation)</b> Calculations/Descriptions:	
<b>6. Telephone:</b>	
<b>Postage:</b>	
<b>Total:</b>	
<b>7. Rental/Lease/Prorated Share of Equipment Purchase</b> Calculations/Descriptions:	
<b>8. Other Direct Costs—Specify</b> Calculations/Descriptions:	
<b>9. Direct Administrative Costs (Provide component detail)</b> Calculations/Descriptions:	
<b>10. Indirect Administrative Costs (Provide component detail and basis for any allocations)</b> Calculations/Descriptions:	
<b>11. Personal Allowance:</b> (Include \$300/youth included in Budget 2)	
<b>12. Emancipation Goods and Services</b> (Include \$500/youth included in Budget 4)	
<b>13. Vocational Education Costs (for Specialized Vocational Education Programs only—Budget 5)</b> Calculations/Descriptions:	



Comments:

---

**Other Revenue Sources**

Identify and describe other sources of funding that will be utilized to support the program.

---

Comments:

**INDIANA DEPARTMENT OF CHILD SERVICES  
PRO FORMA BUDGET SUMMARY**

**Agency Name:** \_\_\_\_\_

**Budget Number (as defined in Chart 1):** \_\_\_\_\_ **Service Area:** \_\_\_\_\_

<b>BUDGET SUMMARY</b>	
July 1, 2012 – June 30, 2013 (Assume full year of operation)	
<b>Projected average # of Youth</b>	<b>Total Proposed Program Costs</b>
<b>A. Personnel</b>	
*1. Salaries & Wages	
*2. Fringe Benefits	
*3. Consultant & Contract Services	
<b>B. Other Costs</b>	
*1. Travel Expenses a. Clients b. Staff	
*2. Consumable Supplies, Printing, Marketing and Communications	
*3. Occupancy Costs (Rent, Utilities, Custodial) a. Clients b. Staff	
*4. Client Food, Clothing, Supplies & Incidentals	
*5. Staff Training	
*6. Telephone & Postage	
*7. Rental/Lease/Prorated Share of Equipment Purchase (Per instructions)	
*8. Other Costs – Specify	
*    Total Operating Costs	
*9. Direct Administrative Expenses	
*10. Indirect Administrative Expenses	

* Total Administrative Expenses	
*11. Personal Allowance	
*12. Emancipation Goods and Services	
*13. Vocational Educational Costs	
<b>C. TOTAL PROGRAM COSTS</b>	
<b>D. OTHER REVENUE SOURCES</b>	
<b>E. NET PROGRAM COSTS</b>	
<b>F. NUMBER OF CLIENT DAYS SERVED: _____</b>	
<b>G. PROPOSED COST ESCALATION FACTOR FOR YEAR 2: _____</b>	

\*See applicable Budget Justification Worksheets for Details.

Please indicate if your agency is:

- ☐ Certified Minority Owned Business
- ☐ Certified Women Owned Business
- ☐ Buy Indiana Entity

For more information, please visit the Indiana Department of Administration website:  
<http://www.in.gov/idoa/>

INDIANA DEPARTMENT OF CHILD SERVICES  
**BUDGET PERIOD: July 1, 2012 – June 30, 2013**

**EXPLANATION OF PRO FORMA BUDGET WORKSHEETS**

Complete the pro forma budget for one year. Please include a cost escalation factor for Year 2.

Please use the Pro Forma Budget Worksheets to calculate the amounts entered on the Budget Summary page. The following information is to be entered in the Pro Forma Budget Worksheets:

Any staff and costs dedicated to a particular Collaborative Care service component should be included in their entirety in the Pro Forma Budget for that service component. For any staff not dedicated to a particular service component, the portion of the position, as measured by a partial full-time equivalent (FTE), should be included in the Pro Forma Budget for each appropriate service component. Other non-personnel costs not attributable to a particular service component should be allocated to each service component that utilizes such cost. The basis for allocation for each allocated cost must be provided on the Pro Forma Budget Worksheet.

**Item A. Personnel Costs**

1. Salaries & Wages – Enter the projected salary and wage expenses for all personnel to be utilized in the program component. All clinical staff should be excluded as these services will be referred and paid separately.
2. Fringe Benefits (benefits and payroll taxes) – Enter the projected fringe benefit expenses for program personnel. Provide detailed calculation and explanation of fringe benefit rate.
3. Consultant/Contract Services -Enter all consultant and contracted services that will be purchased by applicant in order to provide the proposed services. All clinical contractors should be excluded as these services will be referred and paid separately. Calculate at cost without fringe benefits.

**Item B. Other Costs**

**Travel Expenses**

- a. Staff – Enter the detailed projected staff travel expenses for this program component.
- b. Clients – Enter the detailed projected client travel/transportation expenses for his program component.

**Supplies, Printing, Marketing, and Communication** – Enter the detailed projected expenses for consumable supplies, printing, marketing, and communications for this program component.

## Occupancy Costs

- a. Clients (Rent, Utilities, Custodial, and Other) - Enter the detailed projected expenses for client housing costs for this program component. These costs will be shown in Budgets 2, 3, 4, and 5 only.
- b. Staff (Rent/Depreciation, Utilities, Custodial, and Other) - Enter the detailed projected expenses for staff occupancy costs for this program component.
4. Client Food, Clothing, Supplies & Incidentals - Enter the detailed projected expenses for all client food, clothing, supplies, and incidentals for this program component.
5. Staff Training - Enter the detailed projected expenses for staff training for this program component.
6. Telephone & Postage - Enter the detailed projected expenses for telephone and postage for this program component.
7. Rental/Lease/Prorated Share of Equipment Purchase - Enter the detailed projected expenses for the rental/lease/prorated share of purchased equipment for this program component.
8. Other Direct Costs – Specify – Enter the detailed projected expenses for other specific operating costs for this program component.

Total Operating Costs – Sum of A.1 through A.3 plus sum of B.1 through B.8

9. Direct Administrative Expenses – Enter the detailed projected direct administrative expenses for this program component. Administrative expenses include general administration & management, accounting & finance, human resources, management information systems, quality assurance & management, legal expenses, professional fees & dues, and a reasonable profit margin for those provider that are not tax-exempt agencies. Direct administrative expenses are those administrative expenses directly attributable to Collaborative Care.
10. Indirect Administrative Expenses - Enter the detailed projected indirect administrative expenses for this program component. Administrative expenses include general administration & management, accounting & finance, human resources, management information systems, quality assurance & management, legal expenses, professional fees & dues, and a reasonable profit margin for those provider that are not tax-exempt agencies. Indirect administrative expenses are those administrative expenses which have been incurred for the benefit and support of other programs in addition to Collaborate Care. Detail and explain any administrative expense allocations.

Total Administrative Expenses – Sum of B.10 and B.11.

11. Personal Allowance: Please include \$300 for each youth in Budgets 1, 2, 3 and 5.
12. Emancipation Goods and Services: Please include \$500 for each youth in Budget 4.
13. Vocational Education Costs: Please describe costs for the vocational education costs in Budget 5.

Item C. Total Program Costs – Enter the sum of Total Operating Costs, Total Administrative Expenses, B.11, B.12, and B.13. This total is to include all known and anticipated costs required to provide the services described in this proposal.

Item D. Other Revenue Sources – Enter all other revenue sources (e.g. public grants, private grants, United Way, fundraising, donations) that will be utilized to support the program.

Item E. Net Program Costs – Enter Item C less Item D.

Item F. Number of Client Days Served – Estimated total number of client days served. For example, if 10 clients each for the full 365 day year, total number of client days served =  $10 \times 365 = 3,650$ .

Item G. Please proposed a cost escalation factor for Year 2. This should be shown as a percentage increase.

## **ATTACHMENT C-PROVIDER NARRATIVE-**

### **PROVIDER NARRATIVE FY 2012-2014**

Respondents should only submit one Provider Narrative. The service narrative must address the following topics:

#### **1. GENERAL PROGRAM/SERVICE TITLE**

This section should cover all important history and development of the organization to date, along with the organizational chart including Board of Directors and any other affiliates. This section of the narrative should also be used to cover all important organizational history and your agency's ability to deliver Services to Older Youth in foster care.

#### **2. Collaboration**

Bidders must describe their ability and experience with working with a full array of participants in a collaborative manner. This should include DCS and probation staff, the court, service providers, after care providers, youth, and all potential Child and Family Team members, which are not limited to Department or agency staff, but also include family members and those invited by the youth as their sources of support.

This section should also include the bidders plan for delivering services via the broker of resources model. Specifically, how will the bidder build upon existing partnerships/collaborations with community resources and providers of services outside the bidder's agency? If such partnerships/collaborations do not exist, this section should outline a plan for how will the provider build new partnerships/collaborations in order to connect youth with needed resources and services within the community they live.

Bidders should outline a plan to partner with local landlords on negotiating monthly rent and the possibility of continuing one lease for multiple youth if the first youth cannot fulfill the lease terms, if bidding for Older Youth Services.

#### **3. Cultural and Religious Competence**

Bidders must respect the culture of the children placed in their care, make every attempt to support the child's culture, and provide opportunities, if applicable, for the child to participate in activities related to their cultural heritage. Bidders shall not prohibit the child's participation in the child's religious faith nor prohibit related religious activities. The Bidder shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired.

All staff persons who come in contact with the youth must be aware of and sensitive to the child's cultural, ethnic, and linguistic differences. All staff also must be aware of and sensitive to the sexual orientation of the child, including gay, lesbian, bisexual, transgendered or questioning children/youth. Efforts must be made to employ or have

access to staff and/or volunteers who are representative of the community served in order to minimize any barriers that may exist.

Bidders must describe how they will meet the above. They must describe their practices and policies for working with families from diverse backgrounds. This should include their plan for developing and maintaining the cultural competence of their programs, including the recruitment, development, and training of staff, volunteers, and others as appropriate to the program or service type; treatment approaches and models; and the use of community resources and informal networks that support cultural connections.

#### **4. Quality Assurance**

Bidders shall maintain a quality assurance and/or performance improvement system and must submit an overview of its quality assurance and/or performance improvement plan as part of its Proposal. Proposals should describe the capacity to collect and provide accurate, timely treatment planning and service delivery information.

#### **5. History of quality services**

This section should document that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS.

#### **6. History of delivering Chafee Independent Living Services**

This section should document the agency's history of delivering Chafee Independent Living services. If bidder has never delivered Chafee Independent Living services in the past, this section should document the agencies capacity to provide Chafee Independent Living services, including program name and plans for service delivery. This section should also document the bidders experience working with older youth in foster care.



# **ATTACHMENT D-SERVICE NARRATIVE**

## **OLDER YOUTH SERVICES**

### **SERVICE NARRATIVE FY 2012-2014**

Respondents should only submit one Service Narrative. The service narrative must address the following topics:

#### **1. PROGRAM NAME/INTAKE/REFERRAL PROCESS**

The Service Narrative should provide the program name, describe the intake and referral process to be utilized in the program including Respondent's procedure/methods for a guaranteed time frame for initiation of services.

#### **2. SERVICE DEMOGRAPHICS**

Narrative defines the target population, the geographical service area, and provides the projected number of clients the Provider/Agency intends to serve

#### **3. PRACTICE MODEL/SERVICE DELIVERY**

Describe Evidence-Based and/or Best Practice Models to be utilized in delivering the program as well as Respondent's experience and training related to the service delivery model. If an Evidence-Based/Best Practice Model is not available for the service(s), you must justify the service delivery method/model(s) to be utilized. Include estimated length of service and methods used (i.e. in home, office-based, individual, family, group, etc.). The method or model utilized must be consistent with the Older Youth Services Service Standards. Please address for the following:

- 3a. Independent Living
- 3b. Collaborative Care Placement Supervision & Services
- 3c. Voluntary Independent Living

Proposals should address any differences in programming anticipated in the varying service areas, for example any program changes due to delivering services in a rural versus urban area.

#### **4. PROGRAM EVALUATION AND REPORTING**

Identify outcomes consistent with the corresponding Service Standard. If the program measures outcomes in addition to those described in the Service Standards, please identify those outcomes and the measurement process are described.

#### **5. Training**

Proposals should address the providers training requirements, including training for services offered via this RFP: Older Youth Services.

#### **6. Staffing Qualifications**

Proposals should address providers plan to meet staffing qualifications. Include Job Descriptions for positions associated with this RFP: Older Youth Services.

#### **7. Satisfaction Surveys**

Proposals should document the plan for gathering confidential and anonymous satisfaction survey's from youth and disseminating the results to DCS.

## **8. Youth Engagement**

In recent years, more attention is being paid to authentic youth engagement. Resources for engaging youth can be found within this RFP. Proposals should document existing or planned practices for authentic youth engagement for youth of varying ages and development levels.

Youth voice should be present in all aspects of the youth's life while in foster care. Proposals should document how bidder will incorporate youth voice in all activities and decision points in the life of the case.

## **9. Youth With Children**

Proposals should document policies and practices to deliver services to youth with children.

## **10. COLLABORATIVE CARE PLACEMENT SUPERVISION AND SERVICES**

A. General: This section should document the following:

1. plan to assist youth in transitioning into independence
2. plan to assist youth in building social capital
3. plan to assist youth in obtaining relational permanency
4. plan for disbursing funds to youth
  - a) what are the timeframes and transition plan for youth to pay their own bills
  - b) plan for personal allowance
  - c) capacity to co-sign leases for multiple youth
5. experience with youth-adult partnerships; if no experience, bidder should document plan for youth- adult partnerships as part of the service delivery

B. Shared Housing & Apartment

1. document capacity to pay youths rent
2. supervision schedule for youth in placements that requiring vendor to provide supervision; including plan for decreased supervision over time
3. communication plan for youth and placing agent
  - a) address capacity for social media, including text messaging, as a method of communication with youth
  - b) address ability to use social media with appropriate privacy settings and personal boundaries (not sure how to word the last part)
4. document capacity and plan to meet the 24/7 contact requirement
5. document safety plans and safety education
6. plan to assist youth in locating affordable, safe housing

## **11. Chafee Voluntary Independent Living Services**

A. plan for assisting youth to transition from services

## **ATTACHMENT D-SERVICE NARRATIVE**

### **STAFF SUPPORTED HOUSING**

#### **1. SERVICE NARRATIVE FY 2012-2014**

Respondents should only submit one Service Narrative. The service narrative must address the following topics:

#### **2. PROGRAM NAME/INTAKE/REFERRAL PROCESS**

The Service Narrative should provide the program name, describe the intake and referral process to be utilized in the program including Respondent's procedure/methods for a guaranteed time frame for initiation of services.

#### **3. SERVICE DEMOGRAPHICS**

Narrative defines the target population, the geographical service area, and provides the projected number of clients the Provider/Agency intends to serve

#### **4. PRACTICE MODEL/SERVICE DELIVERY**

Describe Evidence-Based and/or Best Practice Models to be utilized in delivering the program as well as Respondent's experience and training related to the service delivery model. If an Evidence-Based/Best Practice Model is not available for the service(s), you must justify the service delivery method/model(s) to be utilized. Include estimated length of service and methods used (i.e. in home, office-based, individual, family, group, etc.). The method or model utilized must be consistent with the Older Youth Services Service Standards.

#### **5. PROGRAM EVALUATION AND REPORTING**

Identify outcomes consistent with the corresponding Service Standard. If the program measures outcomes in addition to those described in the Service Standards, please identify those outcomes and the measurement process are described.

#### **6. Training**

Proposals should address the providers training requirements, including training for services offered via this RFP: Older Youth Services.

#### **7. Staffing Qualifications**

Proposals should address providers plan to meet staffing qualifications. Include Job Descriptions for positions associated with this RFP: Older Youth Services.

#### **8. Satisfaction Surveys**

Proposals should document the plan for gathering confidential and anonymous satisfaction survey's from youth and disseminating the results to DCS.

#### **9. Youth Engagement**

In recent years, more attention is being paid to authentic youth engagement. Resources for engaging youth can be found within this RFP. Proposals should document existing or planned practices for authentic youth engagement for youth of varying ages and development levels.

Youth voice should be present in all aspects of the youth's life while in foster care. Proposals should document how bidder will incorporate youth voice in all activities and decision points in the life of the case.

## **10. Youth With Children**

Proposals should document policies and practices to deliver services to youth with children.

## **11. Staff Supported Housing (if applicable)**

- a. description of experiential learning opportunities to gain/practice Independent Living skills in the community
- b. document supervision schedule and plan to offer increased independence while providing support
- c. document emergency response protocol
- d. document safety plans and safety education
- e. describe daily, weekly, monthly and annual activities and routines, recreational and program activities, incentive systems, hygiene instruction and group events, such as unit problem solving meetings, and how rules that specify appropriate and inappropriate behavior are determined.
- f. describe the personal allowances and special occasion gifts that are provided to youth in their programs per the below definitions:
  - a) Personal allowance: An allowance given to youth during their stay in the program. Items purchased with the personal allowance belong to the youth and go with the youth when he/she leaves the program.
  - b) Special occasion gift: A gift provided to youth on his/her birthday and during the December holidays.
- g. describe the policies for the administration of financial resources.
- h. describe funding sources and how they will leverage community resources.
- i. description of the living units, including:
  - c) Floor plans of the physical space, including the number of children placed in each room;
  - d) Representative photographs of the physical space (inside and out) (e.g. resident room, common/group rooms, kitchen);
  - e) A description of cameras or other safety devices; and
  - f) A description of resources available to children (e.g. group rooms, gyms).
- j. copy of the handbook (or outline if a handbook is not yet created) that is provided to residents, that identifies policies of the provider and the Staff Supervised Housing Program.

## **ATTACHMENT D-SERVICE NARRATIVE**

### **SPECIALIZED VOCATIONAL EDUCATION PROGRAM**

#### **1. SERVICE NARRATIVE FY 2012-2014**

Respondents should only submit one Service Narrative. The service narrative must address the following topics:

#### **2. PROGRAM NAME/INTAKE/REFERRAL PROCESS**

The Service Narrative should provide the program name, describe the intake and referral process to be utilized in the program including Respondent's procedure/methods for a guaranteed time frame for initiation of services.

#### **3. SERVICE DEMOGRAPHICS**

Narrative defines the target population, the geographical service area, and provides the projected number of clients the Provider/Agency intends to serve

#### **4. PRACTICE MODEL/SERVICE DELIVERY**

Describe Evidence-Based and/or Best Practice Models to be utilized in delivering the program as well as Respondent's experience and training related to the service delivery model. If an Evidence-Based/Best Practice Model is not available for the service(s), you must justify the service delivery method/model(s) to be utilized. Include estimated length of service and methods used (i.e. in home, office-based, individual, family, group, etc.). The method or model utilized must be consistent with the Older Youth Services Service Standards.

#### **5. PROGRAM EVALUATION AND REPORTING**

Identify outcomes consistent with the corresponding Service Standard. If the program measures outcomes in addition to those described in the Service Standards, please identify those outcomes and the measurement process are described.

#### **6. Training**

Proposals should address the providers training requirements, including training for services offered via this RFP: Older Youth Services.

#### **7. Staffing Qualifications**

Proposals should address providers plan to meet staffing qualifications. Include Job Descriptions for positions associated with this RFP: Older Youth Services.

#### **8. Satisfaction Surveys**

Proposals should document the plan for gathering confidential and anonymous satisfaction survey's from youth and disseminating the results to DCS.

#### **9. Youth Engagement**

In recent years, more attention is being paid to authentic youth engagement. Resources for engaging youth can be found within this RFP. Proposals should document existing or planned practices for authentic youth engagement for youth of varying ages and development levels.

Youth voice should be present in all aspects of the youth's life while in foster care. Proposals should document how bidder will incorporate youth voice in all activities and decision points in the life of the case.

#### **10. Youth With Children**

Proposals should document policies and practices to deliver services to youth with children.

## **ATTACHMENT E-RESEARCH PERTAINING TO OLDER YOUTH IN FOSTER CARE**

A Reason, a Season, or a Lifetime: Relational Permanence Among Young Adults with Foster Care Backgrounds Published by G. Samuels, 2008

[http://www.chapinhall.org/sites/default/files/old\\_reports/415.pdf](http://www.chapinhall.org/sites/default/files/old_reports/415.pdf)

The Adolescent Brain: New Research and It's Implications for Young People Transitioning from Foster Care Published by the Jim Casey Youth Opportunities Initiative, 2011

[http://www.jimcaseyyouth.org/sites/default/files/The%20Adolescent%20Brain\\_prepress\\_proof%5B1%5D.pdf](http://www.jimcaseyyouth.org/sites/default/files/The%20Adolescent%20Brain_prepress_proof%5B1%5D.pdf)

Authentic Youth Engagement: Youth-Adult Partnerships

<http://www.jimcaseyyouth.org/sites/default/files/Issue%20Brief%20-%20Authentic%20Youth%20Engagement.pdf>

## ATTACHMENT F: INDEPENDENT LIVING SERVICES REPORT

Case ID #:

Person ID #:

Name of Agency:

### INDEPENDENT LIVING SERVICES REPORT

Month/Year

☐ Monthly Update

☐ Initial Report

Initial date referral was received:

Date of 1st contact with youth:

Date of 1st face to face contact with youth:

Date/s of contact with youth during report period:

No show date/s (if applicable):

Date initial ACLSA completed:

Next ACLSA due:

Last ACLSA completed:

### YOUTH'S DEMOGRAPHICS

☐ Information Updated

Name:

(Last)

(First)

(Middle)

Date of Birth:

Placement Type:

Address:

Home Phone:

Cell Phone:

Email:

**Name, Address, Phone Number and Relationship of at least three or four adults who would know how to contact the youth at all times:**

Name:

Name:

Address:

Address:

Phone/Email:

Phone/Email:

Relationship:

Relationship:



Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>
Phone/Email:	<input type="text"/>	Phone/Email:	<input type="text"/>
Relationship:	<input type="text"/>	Relationship:	<input type="text"/>

## DOCUMENTS IN YOUTH'S POSSESSION

☐ Information Updated

☐ Birth Certificate ☐ Social Security Card ☐ School Records ☐ Medical Records ☐ State ID ☐ Credit Reports

Date Completed:

What steps are being taken to help the youth if a document listed above is missing?

## EDUCATION AND TRAINING

☐ Information Updated

Last Grade Completed:  Special Education Status: ☐ Yes ☐ No

Enrolled in post-secondary education program? ☐ Yes ☐ No

If yes, has the youth applied for ETV funding? ☐ Yes ☐ No

Has the youth received driver's education? ☐ Yes ☐ No

## EMPLOYMENT

☐ Information Updated

Employer:

Address:

Means of getting to/from work:

Start date:  Shift/hours:

Hours per week:  Hourly wage:

Are there plans for increasing job search skills? ☐ Yes ☐ No

Is the youth getting assistance in submitting applications and following up for interviews? ☐ Yes ☐ No

What are the youth's employment goals?

Budget has been developed based on income and expenses? ☐ Yes ☐ No

W-4 received from all employers so youth can file for taxes? ☐ Yes ☐ No

Youth was assisted with filing for Earned Income Tax Credit if eligible? ☐ Yes ☐ No

MEDICAL INFORMATION

☐ Information Updated

Medical Insurance:

☐ Private insurance from employer

☐ Medicaid

Youth has primary care provider: ☐ Yes ☐ No

Name of Provider:

Chronic medical issues:

EMANCIPATION GOODS & SERVICES

☐ Information Updated

Goods and/or services approved and purchased:

Date Purchased	Item Purchased	Amount Expended	Total Amount Expended

ADDITIONAL INFORMATION

☐ Information Updated

Please use this space to add any other information needed to report for licensure or accreditation purposes.

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## NARRATIVE

☐ Information Updated

Give a chronological account of activities conducted this month. Especially address the tasks and goals which were planned for this month based on the results of the ACLSA and Learning Plan. What progress was noted towards accomplishing the goals this month? If no progress was made, what is the plan to address the barriers to making progress? *Itemize collateral contacts as well as contacts with the youth.*

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to Face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Page 4 of 5

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Should additional narrative space be needed to document services you may open the "additional narrative" document (included in this Adobe PDF portfolio) and save/submit with this document.

Signatures			
Youth:	<input type="text"/>	Date:	<input type="text"/>
Provider:	<input type="text"/>	Date:	<input type="text"/>

## ATTACHMENT G-COLLABORATIVE CARE SERVICES REPORT

Case ID #:

Person ID #:

Name of Agency:

### COLLABORATIVE CARE SERVICES REPORT

Month/Year

☐ Monthly Update

☐ Initial Report

Initial date referral was received:

Date of 1st contact with youth:

Date of 1st face to face contact with youth:

Date/s of contact with youth during report period:

No show date/s (if applicable):

Date initial ACLSA completed:

Next ACLSA due:

Last ACLSA completed:

### YOUTH'S DEMOGRAPHICS

☐ Information Updated

Name:

(Last)

(First)

(Middle)

Date of Birth:

Placement Type:

Address:

Home Phone:

Cell Phone:

Email:

**Name, Address, Phone Number and Relationship of at least three or four adults who would know how to contact the youth at all times:**

Name:

Name:

Address:

Address:

Phone/Email:

Phone/Email:

Relationship:

Relationship:

Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>
Phone/Email:	<input type="text"/>	Phone/Email:	<input type="text"/>
Relationship:	<input type="text"/>	Relationship:	<input type="text"/>

## DOCUMENTS IN YOUTH'S POSSESSION

☐ Information Updated

☐ Birth Certificate ☐ Social Security Card ☐ School Records ☐ Medical Records ☐ State ID ☐ Credit Reports

Date Completed:

What steps are being taken to help the youth if a document listed above is missing?

## EDUCATION AND TRAINING

☐ Information Updated

Last Grade Completed:  Special Education Status: ☐ Yes ☐ No

Enrolled in post-secondary education program? ☐ Yes ☐ No

If yes, has the youth applied for ETV funding? ☐ Yes ☐ No

Has the youth received driver's education? ☐ Yes ☐ No

## EMPLOYMENT

☐ Information Updated

Employer:

Address:

Means of getting to/from work:

Start date:  Shift/hours:

Hours per week:  Hourly wage:

Are there plans for increasing job search skills? ☐ Yes ☐ No

Is the youth getting assistance in submitting applications and following up for interviews? ☐ Yes ☐ No

What are the youth's employment goals?

Budget has been developed based on income and expenses? ☐ Yes ☐ No

W-4 received from all employers so youth can file for taxes? ☐ Yes ☐ No

Youth was assisted with filing for Earned Income Tax Credit if eligible? ☐ Yes ☐ No

MEDICAL INFORMATION

☐ Information Updated

Medical Insurance:

☐ Private insurance from employer

☐ Medicaid

Youth has primary care provider: ☐ Yes ☐ No

Name of Provider:

Chronic medical issues:

EMANCIPATION GOODS & SERVICES

☐ Information Updated

Goods and/or services approved and purchased:

Date Purchased	Item Purchased	Amount Expended	Total Amount Expended

ADDITIONAL INFORMATION

☐ Information Updated

Please use this space to add any other information needed to report for licensure or accreditation purposes.

Page 3 of 5

## NARRATIVE

☐ Information Updated

Give a chronological account of activities conducted this month. Especially address the tasks and goals which were planned for this month based on the results of the ACLSA and Learning Plan. What progress was noted towards accomplishing the goals this month? If no progress was made, what is the plan to address the barriers to making progress? *Itemize collateral contacts as well as contacts with the youth.*

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to Face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Page 4 of 5



Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

Should additional narrative space be needed to document services you may open the "additional narrative" document (included in this Adobe PDF portfolio) and save/submit with this document.

Signatures			
Youth:	<input type="text"/>	Date:	<input type="text"/>
Provider:	<input type="text"/>	Date:	<input type="text"/>

## ATTACHMENT H- IL VOLUNTARY SERVICES REPORT

Case ID #:

Person ID #:

Name of Agency:

### INDEPENDENT LIVING VOLUNTARY SERVICES REPORT

Month/Year

☐ Monthly Update

☐ Initial Report

Initial date referral was received:

Date of 1st contact with youth:

Date of 1st face to face contact with youth:

Face to face contact with the youth during the month:

No show date/s (if applicable):

Date initial ACLSA completed:

Next ACLSA due:

Last ACLSA completed:

### YOUTH'S DEMOGRAPHICS

☐ Information Updated

Name:

(Last)

(First)

(Middle)

Date of Birth:

Living Arrangement:

Address:

Home Phone:

Cell Phone:

Email:

**Name, Address, Phone Number and Relationship of at least three or four adults who would know how to contact the youth at all times:**

Name:

Name:

Address:

Address:

Phone/Email:

Phone/Email:

Relationship:

Relationship:

Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>
Phone/Email:	<input type="text"/>	Phone/Email:	<input type="text"/>
Relationship:	<input type="text"/>	Relationship:	<input type="text"/>

## MEDICAL INFORMATION

☐ Information Updated

Medical Insurance:

- ☐ Private insurance from employer
 ☐ Medicaid  
☐ Medicaid applied for Date:

**If the youth is eligible for MA 14 and does not have a Medicaid card, assistance must be given to help the youth obtain this service including: helping them schedule an appointment and taking the youth to the Department of Family Resources office to apply.**

Youth has primary care provider: ☐ Yes ☐ No Name of Provider:

Chronic medical problems:

Education on pregnancy prevention provided? ☐ Yes ☐ No

## DOCUMENTS IN YOUTH'S POSSESSION

☐ Information Updated

- ☐ Birth Certificate
 ☐ Social Security Card
 ☐ School Records
 ☐ Medical Records
 ☐ State ID
 ☐ Credit Reports

Date Completed:

What steps are being taken to help the youth if a document listed above is missing?

## HOUSING, ROOM AND BOARD, MONTHLY COSTS

☐ Information Updated

Deposit Paid	Rent/Utilities Paid	1st Month <input type="text"/>	2nd Month <input type="text"/>	3rd Month <input type="text"/>	4th Month <input type="text"/>	5th Month <input type="text"/>	6th Month <input type="text"/>

The 6th month is available for youth coming out of residential who may have greater difficulty locating employment initially.

What is the youth's plan to maintain their housing and pay their utilities when assistance is complete?

Has the youth applied for food stamps? ☐ Yes ☐ No

If female parent, has she applied for WIC and TANF? ☐ Yes ☐ No ☐ Not Applicable

If no, what is the plan to do so?

## EMANCIPATION GOODS & SERVICES

☐ Information Updated

Goods and/or services approved and purchased:

Date Purchased	Item Purchased	Amount Expended	Total Amount Expended

## EMPLOYMENT

☐ Information Updated

Employer:

Address:

Means of getting to/from work:

Start date:  Shift/hours:

Hours per week:  Hourly wage:

Previous employer/length of employment:

If unemployed:

Is the youth an SSI recipient? ☐ Yes ☐ No

Does the youth have a representative payee to manage their funds? ☐ Yes ☐ No

Any other source of income other than from work? ☐ Yes ☐ No

If unemployed and no other source of income, what is being done to assist the youth in finding employment?

Work One/Voc. Rehab. Referral? ☐ Yes ☐ No Youth has updated resume? ☐ Yes ☐ No

Are there plans for increasing job search skills? ☐ Yes ☐ No

Is the youth getting assistance in submitting applications and following up for interviews? ☐ Yes ☐ No

What are the youth's employment goals?

Budget has been developed based on income and expenses? ☐ Yes ☐ No

W-4 received from all employers so youth can file for taxes? ☐ Yes ☐ No

Youth was assisted with filing for Earned Income Tax Credit if eligible? ☐ Yes ☐ No

## EDUCATION AND TRAINING

☐ Information Updated

Last Grade Completed:

Special Education Status: ☐ Yes ☐ No

Enrolled in post-secondary education program? ☐ Yes ☐ No

If yes, has the youth applied for ETV funding? ☐ Yes ☐ No

Has the youth received driver's education? ☐ Yes ☐ No

Does the youth have a driver's license? ☐ Yes ☐ No

Is the youth registered to vote? ☐ Yes ☐ No

Assisted male youth in registering for Selective Service? ☐ Yes ☐ No

## ADDITIONAL INFORMATION

☐ Information Updated

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## NARRATIVE

☐ Information Updated

Give a chronological account of activities conducted this month. Especially address the tasks and goals which were planned for this month based on the results of the ACLSA and Learning Plan. What progress was noted towards accomplishing the goals this month? If no progress was made, what is the plan to address the barriers to making progress? *Itemize collateral contacts as well as contacts with the youth.*

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Narrative:

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Narrative:

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Date:  Time (start-end):  Billable Units:

Narrative:

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Type of contact: ☐ Face to face ☐ Collateral ☐ Telephone ☐ Other

Date:  Time (start-end):  Billable Units:

Narrative:

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Signatures			
Youth:	<input type="text"/>	Date:	<input type="text"/>
Provider:	<input type="text"/>	Date:	<input type="text"/>

**ATTACHMENT I-SAMPLE CONTRACT-  
OLDER YOUTH SERVICES CONTRACT**  
**EDS#**

This Older Youth Services Contract (the “Contract”), entered into by and between the Indiana Department of Child Services (hereinafter referred to as “State” or “DCS”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”),

Witnesseth:

Whereas, DCS provides a variety of education, training and other life skills services and, in some cases, placement services, focused on the transition of teens into to self-sufficiency and the recognition and acceptance of personal responsibility for preparing for adulthood, for young adults who are “aging out” of the traditional foster care system (“Older Youth Services”);

Whereas, DCS intends to engage capable providers for three specific types of Older Youth Services for youth not residing in LCPA-supervised Foster Homes, Residential Facilities or Group Homes, in accordance with the current DCS Services Standards for each: (1) Independent Living Services (“IL Services”), (2) Voluntary Independent Living Services (“Voluntary IL Services”), and (3) a new type of services known as “Collaborative Care Services” (each as described below);

Whereas, the Contractor has been selected by DCS to provide one or more of the aforesaid Older Youth Services, as further provided herein;

Now therefore, in consideration of those mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Duties of Contractor.**

- A. In summary, IL Services are Older Youth Services required by DCS for certain youth who are 16 to 18 years of age and are wards of the State. Voluntary IL Services are Older Youth Services for young adults ages 18 to 21 who reside substantially on their own and who voluntarily choose to participate in these services. Neither IL Services nor Voluntary IL Services include placement-related services, because participants’ living arrangements are either managed by DCS or are self-managed. In contrast to both IL Services and Voluntary IL Services, Collaborative Care Services are Older Youth Services that include both education, training and other life skills services and placement-related services and are available for former-wards ages 17 ½ and older. Like Voluntary IL Services, Collaborative Care exists only for those youth who voluntarily choose to participate in it. The Contractor shall provide one or more of the aforesaid Older Youth Services as provided on **Attachment A**, attached hereto and incorporated herein by reference, and as requested by the State throughout the term of this Contract by way of service referrals (the “Services”).



B. The Contractor shall provide the Services in accordance with the terms and conditions of the following (all of which are hereby incorporated by reference):

- (1) the Older Youth Services Request for Proposal and all of its attachments, which was issued by the State in \_\_\_\_\_ of 2012 (the “Older Youth Services RFP”);
- (2) the Contractor’s Response to the Older Youth Services RFP, as refined based on any subsequent Contractor agreement to services or rates (the “Contractor’s RFP Response”);
- (3) the most current version of DCS’ Service Standards applicable to the Services, as such Service Standards are modified/updated from time to time by DCS, available in their most current form at the following link (or any designated successor web address): <http://www.in.gov/dcs/3159.htm> (the “Service Standards”); and
- (4) the DCS guidebooks (the “DCS Guidebooks”), which serve as a reference for billing purposes, available online at the following link (or any designated successor web address): <http://www.in.gov/dcs/2332.htm>.

D. The Contractor agrees that the Services may require it to appear in court or appeals hearings, as well as in miscellaneous administrative hearings and/or require its participation in deposition(s) (hereinafter referred to as “Appearance(s)” or “Appear(s)”).

(1) As part of these services, the Contractor shall:

- (a) Require Appearance(s) of its employees and subcontractors (the “Contractor’s Staff”) as required by DCS, whether or not a subpoena is sent;
- (b) Immediately contact DCS regarding subpoenas/correspondence received, including notification of any correspondence addressed to a former employee, leased employee, or subcontractor relating to or arising from the services provided under this Contract;
- (c) Provide contact information for those subpoenaed, if available;
- (d) Provide a substitute witness as requested by DCS;
- (e) Timely copy and provide records and documentation; and
- (f) Arrange for documentation of chain of custody on tests administered to clients as part of the Contractor’s services, if requested by DCS.

- (2) DCS will attempt to provide adequate prior notice for required court/hearing testimony and/or deposition(s) and will pay for Appearances it requires and for which the Contractor's Staff Appears (in accordance with the specifications set forth below).
- (3) The Contractor shall be required to have current releases for all DCS' clients and JD/JS clients for whom the Contractor's Staff provides services pursuant to this Contract with an expiration tied to closure of the relevant CHINS case or JD/JS case. If a case begins as an IA (informal adjustment), the expiration should be tied to a reasonable expiration date to cover the later of potential appearance requests or the closure of any successor CHINS case. If the Contractor is planning on filing a motion to quash or requesting any hearings relating to its testimony that must take place prior to a court/trial date, the Contractor must provide DCS and any relevant counsel for JD/JS clients with adequate advance notice of such motion and/or request for a hearing prior to such court/trial date. DCS shall determine, in its discretion, whether such advance notice is adequate in any given circumstance. Notice will be considered inadequate if it would require a delay in any fact finding or permanency hearing.
- (4) When a member of the Contractor's Staff Appears at DCS' request, DCS shall pay per appearance, per day, per case. Notwithstanding the above, DCS shall never pay the Contractor for more than four (4) appearances per day per individual staff member (even if the Contractor Appears on behalf of more than four (4) clients/cases). Moreover, DCS shall pay only once for an individual staff member to be at a hearing, even if such individual is there on behalf of more than one (1) DCS client or if there is a consolidated hearing for more than one (1) case.
- (5) The Contractor agrees to be prepared for all Appearances and acknowledges that the court and/or deposition time payment (described directly above in paragraph (4)) will be standard and is not based on preparation, waiting time, or time on the stand and/or at the deposition. DCS will endeavor to schedule Appearances to accommodate the Contractor's Staff to the extent permissible by the court or otherwise.
- (6) Should the Contractor's Staff be requested by DCS to provide testimony unrelated to services rendered pursuant to this Contract, payment for such testimony will be separately negotiated and paid.
- (7) The court time payment component described above will be available for testimony regarding parent services even if the parent(s) is/are eligible for Medicaid and/or third party insurance and the services the parent(s) is/are receiving are reimbursable by Medicaid and/or third party insurance.

I. As requested by DCS, the Contractor shall provide self-authenticated records to DCS.

- K. The Contractor shall send its disaster plan to DCS within thirty (30) days of the commencement date of this Contract.

**2. Consideration.**

- A. The consideration paid to the Contractor hereunder shall be on a cost reimbursement basis with a maximum cost amount based on the pro forma budget approved by DCS, meaning that the Contractor shall be compensated for Services requested by DCS pursuant to service referrals, based on reasonable and allowable costs as provided on **Attachment A** hereto, subject to the terms and conditions of this Contract, including without limitation Section 33 below. Throughout the term of this Contract, payment shall be subject to the conditions listed in Section 10 below.
- C. All actual cost items and/or pass-through cost items paid to the Contractor in connection with the Services for ultimate payment to third-party vendors, such as rent to be passed through to a landlord (if applicable), must be at reasonable rates and not above the prevailing market rates and shall be “net” of any discounts, rebates, group rates or other incentives offered to the Contractor in connection with such actual cost items. In addition, the Contractor shall not request, negotiate or accept monetary rewards, objects of value, services, promises or other inducements from any third-party vendors in connection with the Services.
- D. The Contractor hereby acknowledges that the service components and service costs approved by DCS as reflected on **Attachment A** have been negotiated between DCS and the Contractor, and the Contractor shall not request a revision of such costs and/or attempt to include a reservation of rights relating to the amount of the service rates in this Contract or otherwise.

**3. Term.**

This Contract shall be effective for a period of two (2) years. It shall commence on July 1, 2012, and shall remain in effect through June 30, 2014.

**4. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors; and Subcontracting.**

- A. The Contractor agrees to bind its successors and assignees to all the terms and conditions

of this Contract. The Contractor shall not assign the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one (1) party.

- B. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon request. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

## **6. Audits and Monitoring.**

- A. Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with the Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract. The aforesaid obligations shall survive the expiration or earlier termination of this Contract.

The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit requirements.

- B. In addition to an independent audit completed in accordance with paragraph A of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking; (ii) quality review of the services provided by the Contractor pursuant to this Contract; (iii) compliance with generally

accepted accounting principles, and/or (iv) conducting any other requisite and/or desired program and/or service audits of the Contractor.

- (1) The Contractor shall, upon written demand by State, be required to repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- (2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State. Following any State monitoring visit to the Contractor, the State may provide a written report to the Contractor within sixty (60) days of such monitoring visit. The State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor. In the event that specific corrective action is required, the Contractor will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of the Contractor to comply with the State's specific directions will be treated as a breach of this Contract. In the case of a dispute, the State and the Contractor will meet at their earliest convenience to resolve the issue in question.
- (3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the Services.
- (4) The parties agree that any authorized employee or representative of DCS, the State of Indiana or the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.

## **7. Authority to Bind Contractor.**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and

accepted by the State.

## **8. Changes in Work.**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. With the exception of the modification procedures set forth in Section 28, this Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## **9. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (IV-E and IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state of Indiana. The Contractor agrees that any payments currently due to the state of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff that potentially threatens/endangers the life, health, or

safety of any DCS client, DCS may immediately require a temporary suspension of such member of the Contractor's staff pending an investigation into the report.

- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
  - (1) The Contractor and any principals of the Contractor certify that:
    - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
      - (ii) IC 24-5-12 [Telephone Solicitations]; or
      - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor
    - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## **10. Condition of Payment.**

Services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative

and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all applicable Service Standards and all other specifications set forth above in Section 1 and in the other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

In addition, payment to the Contractor shall be subject to the following conditions:

- (1) Satisfactory completion of the Services requested by DCS.
- (2) Timely completion and submission to the State of the information required pursuant to Section 6 above and Section 47 below.
- (4) Timely resolution of any issues related to the Indiana Department of Revenue (“DOR”) or the Indiana Department of Workforce Development (“DWD”). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD “holds” exist.
- (5) If the Contractor is a Medicaid-eligible provider serving a Medicaid-eligible client, then such Contractor must bill Medicaid for any Medicaid-eligible services provided pursuant to this Contract to such Medicaid-eligible client.

## **11. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor, including, but not limited to, Services recipient information received by the Contractor or its subcontractors in administering the terms and provisions of this Contract, may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the Services may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

## **12. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:



1. Furnish phase-in training, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires and/or is terminated, and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations).

### **13. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the state of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract, including a review of information included at <http://www.oig.hhs.gov/> and <https://www.epls.gov/> (and any designated successor websites), and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required

by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

#### **14. Default by State.**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monetary amounts due and owing for Services performed prior to termination.

#### **15. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
  - (1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of IDOA. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one (1) of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of

competent jurisdiction.

- (2) The State may withhold payments on disputed items pending resolution of the dispute. Upon resolution of the dispute pursuant to paragraph C(1) of this Section, all payments shall be made within thirty-five (35) days. The unintentional nonpayment by the State to the Contractor of one (1) or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## **16. Drug-Free Workplace Certification.**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the state of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the state of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the

statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through E above.

**17. Employment Eligibility Verification.** The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**18. Employment Option.**

- A. If the State determines at any time during the term of this Contract (including any extensions thereto) that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any employment or non-compete agreements that may be in effect within thirty (30) days of receiving a

request for such release from the State. This release will be at no cost to the State or the employee.

- B. In order to effectuate the purpose of this Section, the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereto).

#### **19. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **20. Funding Cancellation.**

When the Director of the State Budget Agency (“SBA”) makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **21. Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the state of Indiana and suit, if any, must be brought in the state of Indiana.

#### **22. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

#### **23. Independent Contractor.**

- A. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any

property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

- B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
- C. The Contractor shall perform the Services in accordance with the following guidelines:
  - (1) **Behavioral control** – Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:
    - (a) monitoring or providing training on how to perform Services and
    - (b) instructions on:
      - when and where to do the work
      - what tools or equipment to use
      - what workers to hire or to assist with the work
      - where to purchase supplies and services
      - what work must be performed by a specified individual
      - what order or sequence to follow.
  - (2) **Financial control** – In carrying out its duties hereunder, the Contractor will be responsible for:
    - (a) all business expenses incurred
    - (b) any facilities or equipment it requires
    - (c) managing its resources to meet obligations to the State and any other parties
    - (d) all employment or contract issues with its staff
    - (e) managing any fluctuations in cost of providing services.
  - (3) **Type of relationship** – Contractor's relationship with the State:
    - (a) is controlled by this Contract
    - (b) includes no benefits other than the consideration paid for services rendered
    - (c) includes no promise of future agreements
    - (d) addresses only one aspect of DCS' overall mission.

**24. Information Technology Enterprise Architecture Requirements - deleted**

**25. Insurance.**

- A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- (1) Commercial general liability, including contractual coverage and errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- (2) Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Contractor in connection with services provided under this Contract, not less than \$100,000 in the aggregate.
- (4) The Contractor shall provide proof of such insurance coverage by tendering to the State representative listed in Section 31(A)(1) a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. The State may require the Contractor to provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Contract, or who may carry out the duties specified in this Contract, in an amount equal

to one-half (1/2) of the total payments provided to the Contractor under this Contract or \$250,000, whichever is less, to be effective for the period of this Contract plus three (3) years for purposes of discovery. The Contractor's coverage must provide protection against losses resulting from criminal acts and wrongful performance of the duties specified herein and must specify the state of Indiana as an obligee or additional insured. The Contractor shall immediately notify the State if said bond or insurance is cancelled or modified in amount of coverage. In the event of cancellation, the State shall make no further payments until certification is provided by a bonding or insurance company that the provisions set forth in this Section have been satisfied. The State may at its discretion require the Contractor to furnish additional or different bond or insurance coverage.

- D. The Contractor shall include the State as an additional insured on each policy of insurance described above herein.
- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State representative listed in Section 31(A)(1) before commencement of this Contract.

**26. Key Person(s) – deleted**

**27. Licensing Standards.**

- A. The Contractor, its employees and subcontractors shall comply with all required and applicable licensing standards, certification standards, and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such required and applicable laws, rules or regulations. If any required license or certification expires or is revoked, or any disciplinary action is taken against a required and applicable license or certification, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract, provided; however, if this Contract is terminated based on a license revocation or other disciplinary action that is reversed or overturned on appeal, this Contract will be immediately reinstated by the State. This paragraph shall not apply to any voluntary accreditation that the Contractor chooses to maintain. If accreditation is not required for the Contractor, noncompliance with voluntary accreditation standards shall not constitute grounds for nonpayment, revocation, or any other disciplinary actions outlined in this Section.
- B. If the required license of any of the Contractor's employees or subcontractors expires or is revoked, the Contractor will immediately prohibit such employee or subcontractor from providing any services that are subject to this Contract, unless the employee or subcontractor is granted a provisional license or is otherwise authorized to continue to provide services. The State may, at its option, terminate this Contract if the Contractor fails to comply with this requirement.



- C. The Contractor explicitly agrees that it shall only accept referrals requesting Services for which it has adequate and properly credentialed staff at the time of the referral. The Contractor shall provide DCS' central office with an update of the Services it is qualified to offer as same changes. The Contractor agrees that its staff shall provide Services and supervision appropriate to their level of training and will document time accordingly.

**28. Merger & Modification.**

- A. The Contractor shall notify the State within ten (10) calendar days of any termination of services payable or reimbursable pursuant to this Contract. Such termination of services shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor. If appropriate, an updated **Attachment A** may accompany such notice.
- B. Should the State (on its own or after it considers a request of the Contractor) determine that any service code or service component requires modification and such modification requires a revision to the information included in **Attachment A**, such changes shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor with an accompanying updated **Attachment A**.
- C. The parties also acknowledge that this Contract is subject to modification by mutual agreement of the parties. Such modifications (excluding the modifications described in paragraphs A and B above) shall be set forth in a written agreement signed by all parties to this Contract. Nothing herein shall be construed as a commitment to execute future agreements with the Contractor or to extend this Contract in any way.

**29. Minority and Women's Business Enterprises Compliance.**

All contractors who submitted responses to the Older Youth Services RFP indicated whether they were a MBE or a WBE listed on the Minority and Women's Business Enterprises Division Directory, which assists DCS in its effort to keep an agency-wide record of the percentage of its contractors that are MBEs or WBEs. This Contractor indicated the following:

- \_\_\_\_\_ The Contractor is a MBE.
- \_\_\_\_\_ The Contractor is a WBE.
- \_\_\_\_\_ The Contractor is not a MBE or a WBE.

**30. Nondiscrimination.**

- A. This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this

covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

- B. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, and except as permitted by 28 CFR Part 38 "Equal Treatment for Faith-Based Organizations", the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- C. The Contractor further agrees to comply with all applicable provisions of Indiana Code 22-9; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Title II of the Americans with Disabilities Act, 42 U.S.C. 12134; and all other non-discrimination laws and regulations of the United States and the state of Indiana. In particular, the Contractor will ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or be denied the benefit of the Contractor's services, or otherwise be subjected to discrimination under any program or activity for which the Contractor or its subcontractors receive, directly or indirectly, state or federal funds.
- D. The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- E. The parties agree that any publicity release or other public reference, including media releases, information pamphlets, etc., relative to the services provided under this Contract, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

### **31. Notice to Parties.**

- A. Whenever any notice, statement or other communication is required under this Contract, it shall be sent via regular U.S. mail and/or e-mailed to the following addresses, unless otherwise specifically advised.

(1) Notices to the State shall be sent and/or e-mailed to:

**Lisa Rich**  
**Deputy Director of Programs and Services**  
**Indiana Department of Child Services**

**302 W. Washington Street, Room E306, MS 47**  
**Indianapolis, IN 46204**  
**E-mail: Lisa.Rich@dcs.IN.gov**

- (2) Notices to the Contractor shall be sent and/or e-mailed to:

**(Contact name)**  
**(Contact title, if applicable)**  
**(Name of Agency)**  
**(Address Line 1)**  
**(Address Line 2)**  
**(E-mail address)**

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.

### **32. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract; (2) any written notices given by the State to the Contractor (including any attachments thereto) pursuant to Section 28 of this Contract; (3) the DCS Guidebooks; (4) **Attachment A**; (5) **Exhibit 1** (which will be described below in Section 50 of this Contract); (6) the most current form of DCS' Service Standards; (7) the Older Youth Services RFP; and (8) the Contractor's RFP Response. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

### **33. Ownership of Documents and Materials.**

- A. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor specifically releases to the State any property right which the Contractor may have to copyright, license, patent, or otherwise dispose of data, findings, recommendations, or other work product of this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract and as necessary thereafter.
- B. The Contractor shall grant the State shared access to all documents, including child files, records, programs, data, film, tape, articles, memoranda, and other materials related to this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Contract and as necessary thereafter.

- C. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to any of the above-referenced materials developed for or supplied by the State and/or used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall also be responsible for preserving and protecting the ownership and property rights of the State in all work in progress and other property to which the State is entitled hereunder, while the property is in the control or custody of the Contractor.

**34. Payment and Fiscal Requirements.**

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20. If the Contractor prefers not to have any interest calculated on payments made by the State as permitted by Indiana law and referenced below in Section 34, the Contractor may send a letter indicating such preference to the Indiana Auditor of State with a copy to DCS.
- B. The Contractor shall submit invoices/claim forms and such invoice/claim documentation as may be required by DCS for payment pursuant to this Contract. DCS will notify the Contractor of any change in invoice/claim procedure, and the Contractor shall use whatever invoice/claim forms and documentation are required by DCS' then current procedure and shall submit the appropriate invoices/claim forms and documentation to DCS, as directed. Invoices/claim forms may be submitted monthly for services performed during the calendar month(s) preceding the date of the invoice. Payment will be due not later than thirty-five (35) days after the date Contractor's invoice is received by DCS, together with a properly prepared invoice/claim voucher and any required documentation as approved by DCS. However, the payment due date shall not apply to any invoice/claim that is disapproved or returned to the Contractor by DCS for revision or additional documentation, within thirty-five (35) days after the date it is received by DCS. The Contractor's invoice must be dated no earlier than the later of (a) the first date the Contractor is entitled to submit an invoice/claim for payment under the applicable provision of this Contract, or (b) one day before the date the invoice and accompanying claim documentation is delivered or mailed to DCS.
- C. An invoice will not be deemed to be properly prepared as required above in paragraph B if it is not received within ten (10) business days of the date included on the invoice (the "Invoice Date"). Any invoices submitted more than ten (10) business days after the Invoice Date will be deemed improperly prepared and will not be paid. DCS shall return such improperly prepared invoices to the Contractor for revision and such invoices must be resubmitted by the Contractor with a current Invoice Date in order to be processed for payment.

- D. At a minimum and unless otherwise directed by DCS, all claims submitted by the Contractor must be submitted with appropriate documentation attached showing completion of the service units for which the Contractor is requesting payment under this Contract and the applicable referral form. Documentation should specify the program and services provided for each client for whom the claim is submitted, the name of the client, the dates on which the services were provided, and the payment rate applicable to the client, program, and services provided based on the rates established and approved for the particular program services as provided in the Contract (including any exhibits/attachments thereto or web links referenced therein).
- E. A properly prepared invoice/claim must be submitted to DCS within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Contract. DCS may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph. In the event the Contractor delays submitting a claim for which it expects third-party reimbursement, the Contractor may submit a written explanation to DCS as to why the claim was not timely submitted. If the claim was delayed because of billing Medicaid for reimbursement that was denied, the explanation must include the specific reason(s) for denial. If DCS deems that such written explanation described above is satisfactory, DCS shall pay otherwise valid claims. In the event that Medicaid has denied reimbursement because the Contractor failed to provide adequate documentation for an otherwise reimbursable claim, DCS will only be liable to pay the amount it would have paid had Medicaid approved the claim.
- F. Approval and payment of final invoices/claims will be conditioned upon receipt and approval of all State-required documentation. As State claiming or recordkeeping systems change, the Contractor may need to modify its systems to be compatible with State systems. The State will provide reasonable advance notice of any such changes.
- G. If the Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), the Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

### **35. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**36. Progress Reports – See Section 47.**

**37. Renewal Option.**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of IDOA and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**38. Security and Privacy of Health Information.**

- A. This Section applies only to the extent that the Contractor receives any protected health information (“PHI”), as referenced in paragraph C below, or any alcohol and drug abuse records (as defined in IC 16-18-2-12), health records (as defined in IC 16-18-2-168), or mental health records (as defined in IC 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC 16-18-2 are referred to herein as “health records.”
- B. The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State’s HIPAA compliance.
- C. The parties acknowledge that the United States Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard PHI, as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract.
- D. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations. In particular, the Contractor will do the following:
  - (1) Not use or further disclose PHI or health records, other than as permitted or required by this Contract or by applicable law;
  - (2) Establish appropriate safeguards to prevent use or disclosure of PHI or health records, other than as provided by this Contract or by applicable law;
  - (3) Mitigate, to the extent practicable, any harmful effect that is known to the Contractor to have been caused by an improper or unauthorized disclosure of PHI or health records;

- (4) Report to the State any use or disclosure by the Contractor, its agents, employees, subcontractors or third parties, of PHI or health records obtained by the Contractor in connection with services provided under this Contract, in a manner not authorized by this Contract or by applicable law, whenever the Contractor becomes aware of any improper or unauthorized disclosure;
- (5) Ensure that any subcontractors or agents to whom the Contractor provides PHI or health records received from the State, a service provider, or any service recipient, or created or received by the Contractor on behalf of the State, agree to the same restrictions, conditions and obligations applicable to the Contractor under this Section regarding use or disclosure of PHI and health records;
- (6) Make the Contractor's internal practices, books and records related to the use or disclosure of PHI or health records received from the State, a service provider, or any service recipient, available to the Secretary of the United States Department of Health and Human Services for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify the State upon receipt by the Contractor of any such request, and shall provide the State with copies of any materials made available in response to such a request;
- (7) In accordance with procedures established by the State, document and make available the information required to provide an accounting of all disclosures, in accordance with 45 CFR § 164.528 (or other applicable law);
- (8) In accordance with procedures established by the State, make available any PHI in the Contractor's possession for amendment, and incorporate any amendments to PHI in accordance with 45 CFR § 164.526, if the Contractor maintains PHI subject to amendment as provided in the Privacy Rule;
- (9) In accordance with procedures established by the State, make PHI or health records available to any individual entitled to access and who requests access to PHI or health records relating to that individual, in compliance with 45 CFR § 164.524 or applicable provisions of IC § 16-39, and consistent with the duties of the Contractor;
- (10) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that the Contractor creates, receives, maintains, or transmits;
- (11) Report to the State any security incident(s) of which the Contractor becomes aware that affects the divulging or improper disclosure of PHI; and
- (12) At the expiration or termination of this Contract, if feasible, return to its source or destroy all PHI or health records received or created in relation to services provided under this Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any PHI or health records maintained by the Contractor for as long as it is maintained.

**39. Severability.**

The invalidity of any Section, subsection, clause or provision of this Contract shall not affect the validity of the remaining Sections, subsections, clauses or provisions of this Contract.

**40. Substantial Performance.**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**41. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**42. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency, whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice (the "Termination Notice") at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration ("IDOA") shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**43. Termination for Default and Termination or Suspension for Additional Reasons.**

**A. Termination for Default**

- (1) With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
  - (a) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;



- (b) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
    - (c) Make progress so as to endanger performance of this Contract; or
    - (d) Perform any of the other provisions of this Contract.
  - (2) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
  - (3) The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause of this Contract. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
  - (4) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- B. Termination for Endangering Life, Health, or Safety of Any Person. If the State determines that any breach of this Contract by the Contractor endangers the life, health, or safety of any person, the State may terminate this Contract by verbally notifying the Contractor of the termination, followed by the mailing of written notification thereof within three (3) business days. Termination pursuant to this paragraph shall become effective at the time of the verbal notification.
- C. Termination for Certain Business Changes, Assignments, and Bankruptcy. The Contractor agrees that the State may terminate this Contract immediately if the Contractor (1) ceases doing business; (2) assigns, transfers or delegates any of its duties and responsibilities for performance of this Contract to any other person or entity without prior written approval of the State; (3) changes or reorganizes its business in a manner which substantially impairs the ability of the Contractor to perform the services described in this Contract and its exhibits/attachments; (4) attempts to assign, transfer, convey or encumber this Contract in any way except as expressly authorized pursuant to the conditions of this Contract; and/or (5) if an order for relief is entered upon a voluntary or involuntary petition by or against the Contractor under any provision of Title 11, United States Code, and the trustee or debtor-in-possession does not timely assume all obligations of this Contract to be performed by the Contractor, as provided in 11 U.S.C. § 365, or in the event of appointment of a receiver for the Contractor or execution of an assignment for the benefit of creditors of the Contractor. Any notice of termination pursuant to this paragraph shall be provided in writing to the Contractor.

- D. **Termination for Change in Legal Status.** The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited to, a sale or dissolution of the Contractor's business. The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.
- E. **State Only Liable for Payment for Services Properly Provided Prior to Termination.** If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination with the exception, as set forth above in Section 12(D) and only if applicable, that the State shall reimburse the Contractor for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations). The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination except as provided in Section 12(D).

#### **44. Travel.**

All expenses for travel (including transportation, mileage, per diem, and any other incidental expenses) of the Contractor or any of its employees, in relation to the Services described in this Contract, are included in the service rates reflected on **Attachment A**. The State will not reimburse the Contractor separately for any travel expenses.

#### **45. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

#### **46. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### **47. Reports and Records Concerning Services.**

- A. The Contractor shall prepare, maintain, and timely provide to the State, upon request, any statistical reports, program reports, other reports, or other information requested by the State relating to the services provided by the Contractor pursuant to this Contract in the format designed by the Contractor and approved by the State or in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

In order to comply with this Subsection (A), the Contractor shall be required to submit written reports, monthly or with such higher frequency as requested by the State, with respect to Services provided pursuant to this Contract or with respect to other issues pertinent to this Contract, in the format designed by the Contractor and approved by DCS in the format requested by DCS. These reports shall contain all of the information requested by the State and must conform to the format and content of the reporting procedure included in the Older Youth Services RFP or otherwise specified by the State. If requested by DCS, the reports will include documented information, and if requested, a contemporaneous written summary of information received verbally from a reporting source.

- B. This Section 47 (including all of its subsections) applies to any Services, including Services related to probation, if applicable.
- D. In the event the contents of any report is considered deficient by the State, the State will so notify the Contractor in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.
- D. The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.
- E. The State shall monitor and review the Contractor's delivery of Services during the term of this Contract. The procedure that the State uses for monitoring the Contractor may change during the term of this Contract, and the Contractor will be notified of any changes in procedure. The procedure that the State uses for monitoring the Contractor may include, but not be limited to, the following:
- (1) Review of invoices/claims submitted by the Contractor for payment, in relation to the service components and service rates approved by DCS and reflected in the

DCS Guidebooks (as described above in paragraph D of this Section) and in **Attachment A**;

- (2) Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from DCS staff persons or clients concerning the Contractor's delivery of Services;
- (3) Information contained in the reports and evaluations relating to the Contractor's delivery of Services under this Contract.

F. As requested by DCS, the Contractor shall keep records on all visitation and transportation it provides as part of its delivery of services pursuant to this Contract.

**48. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract.**

Upon expiration or termination of this Contract, all documents, files, data, studies or reports prepared by the Contractor or any subcontractor pursuant to this Contract, and any supplies purchased by the Contractor or any subcontractor with funds received through this Contract, shall be delivered to the State. The State may require the transfer of records, documents, or supplies to its own offices or to a designated successor.

**49. Conflict of Interest.**

A. Paragraphs B through E of this Section apply if the Contractor is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Contractor is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

B. As used in this Section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

- (1) The individual executing this Contract;
- (2) An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or

- (3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- C. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the state of Indiana.
- D. The Department will not exercise its right of cancellation under paragraph C above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this Section.
- E. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Contractor knows or reasonably could know.
- F. The Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of the Contractor who may be in a position to participate in the decision-making process of the Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Contract, either for himself or herself or for those with whom he or she has family or business ties.

#### **50. Criminal and Background Checks.**

- A. This Section applies to each employee or volunteer (which includes interns) who has or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract (“Covered Personnel”). To the extent applicable, the Contractor (referred to in this Section as Provider) shall conduct all criminal history and background checks required by law, this Contract, and the applicable DCS' policies (including 2.10 and 2.11), including those implemented by Administrative Letter. All required checks must be completed *prior to* the Contractor submitting this Contract for State signature. The checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC 31-27-3-3, subsections (e)(1) and (f), and the Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies are updated periodically, and the Provider shall comply with those current as of the time the Provider executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, DCS will furnish the Provider with information on

updates and any changes in policy or procedure. The current procedure requires the Provider to conduct the following checks:

- (1) For those with **direct contact** with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract:
  - (a) *Verify the identity* of all individuals subject to criminal and background checks;
  - (b) *Conduct Child Protection Services (CPS) checks* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records);
  - (c) *Conduct Sex and Violent Offender checks* (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks);
  - (d) *Conduct Local Law Enforcement checks*;
  - (e) *Register for Fingerprint-Based National and State Checks*; and
  - (f) *Review Results* of Criminal and Background Checks and take appropriate action.
- (2) For those with **only** electronic or physical **access to children's records**:
  - (a) *Verify the identity* of all individuals subject to criminal and background checks;
  - (b) *Conduct Child Protection Services (CPS) checks* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website as above);
  - (c) *Conduct Sex and Violent Offender checks* (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks); and
  - (d) *Review Results* of Criminal and Background Checks and take appropriate action.
- (3) For all Covered Personnel and Subcontractors:

The Provider shall require Covered Personnel and subcontractors for this Contract to immediately notify the Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Provider shall immediately relay such notice to DCS. The Contractor shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest or conviction and shall include any previously unreported information to DCS in its annual Certification (**Exhibit 1**, which is attached hereto and hereby incorporated by reference).

Except for A(3) above, the required checks must be performed every four (4) years based on the anniversary of the individual Covered Personnel's initial checks.

- B. The Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.
- C. The Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Provider shall, if requested by the State, provide a copy of that record to DCS or make the record available for inspection by an authorized representative of DCS.
- D. With respect to any current Covered Personnel, the Provider shall submit the form attached hereto as **Exhibit 1** (or a similar form as updated by DCS) at the time it submits this Contract to the State for signature or within thirty (30) days after the effective date of this Contract, whichever is earlier, and annually upon the anniversary of the effective date of the Contract. **Exhibit 1** will certify that the requirements under paragraph A of this Section have been completed. The Provider shall furnish any other documentation related to background checks as DCS requests. The Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Provider after this Contract begins. Such staff may **not** provide any services that involve contact with children before the requisite checks have been completed.
- E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC 10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses

to retain such employee or volunteer, that decision may be considered a material breach of this Contract.

- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.
- H. Upon request, DCS will assist the Provider in clarifying the requirements of this Section.

## **51. Purchase and Disposal of Property.**

- A. As used in this Contract, “equipment” means tangible, non-expendable, personal property having a useful life of more than one (1) year and having a unit acquisition cost of \$5,000.00 or more. The Contractor will not expend any funds provided by the State pursuant to this Contract for the purchase or maintenance of equipment.
- B. As used in this Contract, “supplies” includes all tangible personal property other than equipment that is purchased or acquired by the Contractor through expenditure of funds provided to the Contractor by the State pursuant to this Contract. If the Contractor has in its possession, upon expiration or termination of this Contract, unused supplies having a total aggregate fair market value exceeding \$5,000.00, the Contractor may retain those supplies for use in any continuation of the program or activities funded pursuant to this Contract that is supported by a federal funding source, or any other program or activity that is supported by a grant or contract from the State that is funded in whole or in part by a federal agency.
- C. If all or any portion of supplies having a total aggregate fair market value at expiration or termination of this Contract exceeding \$5,000.00 are not needed or used for a purpose described in paragraph B above, the Contractor may retain those supplies for other uses or sell them. In either case, the Contractor shall reimburse the State for its proportionate share of the value or sale proceeds of the supplies, in the amount determined in accordance with 45 CFR 74.34(g).
- D. If the total aggregate fair market value of supplies in the Contractor’s possession upon expiration or termination of this Contract is \$5,000.00 or less, the Contractor may retain or dispose of those supplies for its own use, without further obligation to account to the State for their disposition or proceeds thereof.
- E. The Contractor shall retain all records relating to the purchase and disposal of supplies during the term of this Contract and for a period of four (4) years from the date the Contractor submits any final financial status or final program report to the State, or one (1) year from the resolution of any outstanding administrative, program, or fiscal audit question, or legal action, whichever is later.

## **52. Eligibility and Appeals.**



- A. The parties agree that the eligibility of any individuals who may be provided Services pursuant to this Contract shall be determined in accordance with State Service Standards, DCS' policy, and federal eligibility criteria and operating procedures.
- B. The State and the Contractor agree to maintain procedures and records in accordance with state and federal policies and regulations and to promptly address complaints and appeals between the parties and those of applicants for and recipients of Services. Both parties agree to cooperate with the processing of any complaint or appeal.

**53. Fees.**

The Contractor and its subcontractors shall impose no fees upon the recipients of any Services provided through this Contract except as explicitly authorized by the State.

**54. Environmental Tobacco Smoke.**

The Contractor agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Contractor agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Contractor further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

**55. Lobbying Activities.**

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.

- C. The Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**56. Religious or Political Activities.**

- A. The State and the Contractor agree that services provided pursuant to this Contract shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Contractor agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Contractor certifies that any funding provided by the State pursuant to this Contract shall not be used to further any type of political or voter activity.

**57. Buy American.**

The State and the Contractor agree that, to the greatest extent applicable, all equipment and products purchased with funds provided by the State pursuant to this Contract shall be American-made.

**58. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2010 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 5. Assignment; Successors; and Subcontracting - modified;**
- 6. Audits and Monitoring - modified;**
- 8. Changes in Work – modified;**
- 9. Compliance with Laws - modified;**
- 10. Condition of Payment – modified;**
- 11. Confidentiality of State Information - modified;**
- 12. Continuity of Services – modified;**
- 13. Debarment and Suspension – modified;**
- 15. Disputes – modified;**
- 18. Employment Option – modified;**

23. Independent Contractor – modified;
24. Information Technology Enterprise Architecture Requirements – deleted;
25. Insurance - modified;
26. Key Person(s) – deleted;
27. Licensing Standards – modified;
28. Merger & Modification – modified;
29. Minority and Women’s Business Enterprises Compliance - modified;
30. Nondiscrimination – modified;
31. Notice to Parties - modified;
32. Order of Precedence; Incorporation by Reference - modified;
33. Ownership of Documents and Materials – modified;
34. Payments and Fiscal Requirements - modified;
38. Security and Privacy of Health Information – modified;
43. Termination for Default and Termination or Suspension for Additional Reasons – modified;
44. Travel – modified;
47. Reports and Records Concerning Services – added;
48. Delivery of Documents, Files, Data, Studies, or Reports to the State Upon Termination or Expiration of this Contract – added;
49. Conflict of Interest – added;
50. Criminal and Background Checks – added;
51. Purchase and Disposal of Property – added;
52. Eligibility and Appeals – added;
53. Fees – added;
54. Environmental Tobacco Smoke – added;
55. Lobbying Activities – added;
56. Religious or Political Activities – added; and
57. Buy American – added.

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**SIGNATURE PAGE**  
**EDS#**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:** \_\_\_\_\_ (Where Applicable)

By: \_\_\_\_\_ Attested By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Indiana Department of Child Services**

By: \_\_\_\_\_  
James W. Payne, Director

Date: \_\_\_\_\_

**Indiana Department of Administration**

By: \_\_\_\_\_ (for)  
Robert D. Wynkoop, Commissioner

Date: \_\_\_\_\_

**State Budget Agency**

By: \_\_\_\_\_ (for)  
Adam M. Horst, Director

Date: \_\_\_\_\_

**APPROVED as to Form and Legality:  
Office of the Attorney General**

By: \_\_\_\_\_ (for)  
Gregory F. Zoeller, Attorney General

Date: \_\_\_\_\_

**EXHIBIT 1**  
**CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL AND BACKGROUND**  
**CHECKS**

The Provider, \_\_\_\_\_, hereby certifies that it has performed all of the following steps (as marked below) as required pursuant to the criminal and background checks procedure set forth in Section 49 [Criminal and Background Checks] of its child welfare services contract (EDS# \_\_\_\_\_) (the "Contract") with the Indiana Department of Child Services (DCS) and has completed all the required criminal and background checks for all of its current employees and volunteers who have or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to the Contract unless a waiver has been granted for certain employees or volunteers in accordance with the procedure set forth in paragraph (G) of Section 49 of the Contract. **A list of the Provider's current employees and volunteers that have received the requisite criminal and background checks referenced herein is attached hereto.** The Provider shall submit additional copies of this form to DCS each time that it performs the requisite additional criminal and background checks for employees or volunteers who join the Provider after the commencement date of the Contract **and attach a list of the names of such new employees or volunteers to any additional copies of this form it submits.** With respect to such employee(s) or volunteer(s) who join the Provider after the Contract begins, such employee(s) or volunteer(s) may **not** provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks described in Section 49 of the Contract have been completed.

The Provider hereby certifies that it has:

\_\_\_\_\_ *Verified the identity* of all individuals subject to criminal and background checks;

\_\_\_\_\_ *Conducted Child Protection Services (CPS) checks* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies for web link);

\_\_\_\_\_ *Conducted Sex and Violent Offender checks* (see DCS' website on child welfare policies to web links for Indiana and out-of-state checks);

\_\_\_\_\_ *Conducted Local Law Enforcement checks*;


\_\_\_\_\_ *Registered for Fingerprint-Based National and State Checks* (send DCS an Application for Criminal History Background Check); and

\_\_\_\_\_ *Evaluated the Results* of Criminal and Background Checks.

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Date

## ATTACHMENT J: PROPOSAL SCORING TOOL

	
<h3>Proposal Scoring Tool</h3>	
<b>Provider:</b> _____	<b>Scorer:</b> _____
<b>Service:</b> _____	<b>Date:</b> ____ / ____ / ____
<b>Instructions:</b> <ol style="list-style-type: none"> <li>Questions contained in Step 1 are Pass/Fail.</li> <li>Please complete one score sheet for each Service type being proposed (Independent Living, Collaborative Care, Staff Supported Housing, etc).</li> <li>Remember to rate each statement listed on the score sheet. If you believe the proposal meets none of the standards described in the statement, mark as "0". Other ratings should be used to quantify other levels of standards met.</li> <li>The leader of the scoring meeting will collect the evaluations completed by all evaluating team members and the confidentiality forms signed by each member.</li> </ol>	
Summary of Evaluation Criteria	Score
<b>Step 1</b>	
1. Adherence to Mandatory Requirements (followed instructions and standard format) -Capacity to provide 24 hour contact -Detailed Emergency Plan with considerations regarding: evictions, acute trauma, etc. -Existing Structure for Staff Supported Housing -Staffing qualifications	(circle one) <b>PASS      FAIL</b>
2. Application Pages signed <i>in blue ink</i> .	(circle one) <b>PASS      FAIL</b>
<b>Step 2</b>	
<b>Budget Section (20 Points Total)</b>	
<b>1. Budget:</b> Cost/Budget for Pro Forma Budget	<b>/20</b>
<b>Step 3</b>	
<b>Provider Narrative scoring (30 Points Total)</b>	
1. The Provider Narrative: This section should cover all important history and development of the organization to date, along with including the organizational chart including Board of Directors and any other affiliates.	<b>/5</b>
2. The Provider Narrative documents that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS.	<b>/5</b>
3. The Provider Narrative documents that the agency/provider has historically provided services to youth by focusing on youth engagement and youth-adult partnerships or a sufficient plan to modify practices to incorporate such a service foundation.	<b>/10</b>
4. The Provider Narrative documents that the agency/provider has fully formed and functional partnerships with community services/agencies serving older youth.	<b>/10</b>
<b>Step 4</b>	
<b>Service Narrative Scoring (50 Points Total)</b>	
1. The Service Narrative describes the referral and admission process and includes procedure/methods for a guaranteed time frame for initiation of services and seamless transfer for clients of other service providers who may not continue providing services to older youth in foster care protocols are included.	<b>/10</b>





